Pages 1 through 182 redacted for the following reasons: S21 S21, S22 S22

	BRITISH						TION NUMBER:
	C <u>olumbi</u> a	and In <i>a</i> ucture	S	SERVICES CONTRACT	051	CS	4696
Thi BETWEEN:	HER MAJES	TY THE QUEI		IN QUADRUPLICATE ON THE $\int \int \frac{1}{2}$ OF THE PROVINCE OF BRITISH TION AND INFRASTRUCTURE.		nez	2012
Address	· · · · · · · · · · · · · · · · · · ·		: 9850 Stn Pr	ov Govt, Victoria, British Colu	umbia	V81	N 9T5
	(hereinafter called the	"Province")		ORPORATE CONTRACTING		POST	AL CODE
AND:	BTY Consultanc	y Group Inc		APR 0 3 2012			
Address	2288 Manitoba S	treet	17		<u> </u>		
	Vancouver, Britis			MINISTRY OF			Y 4B5
	(hereinafter called the	"Contractor")		MINISTRY OF MUSIC		POST	AL CODE
Short Descript	ion: Cost Estimator	- Infrastructure P	rojects RFP (42CS CEInfra As and When I	Required		
COMMENCEN 20 TERMS AND 1. The 1 "Servi hereto TERM 2. The delive comm satisfa herein dates deem PAYMENT 3. The P the S conne out in accep	Province retains the C ices") described in the contractor will, notwith any of the Agreement, hencement date and action of the Minister before stated. The period shall hereinafter be ref ed to be material and of Province will pay to the C services and in full rein action therewith, the amo the Payment Schedule at the same as full payment	COMPLETION DATE 2014/03 ontractor to provide the e Works/Services Sch astanding the date of start providing the S shall complete all S by the completion da lod of time between the erred to as the "Term". the essence of this contri Contractor, in full payment mbursement for expension unts, in the manner and attached hereto and the ent and full reimburseme	e services (the edule attached execution and ervices on the ervices to the ate, both dates aforementioned Time shall be ract.	ATTACHED SCHEDULES MARKER	lule - H0461 0461b up I) - H046 up II Mgmt) gineering) - ormation Sy urveying) - H ns - INS-80 ns Professio - H0111 edule	a - H0461c - H0461d stems) – l0461d-2)	-1) H0461d-1 -132
In signing this Agreement the Contractor certifies that he/she has read and understands the additional conditions appearing on the reverse of this form. WITNESS AS TO THE CONTRACTOR'S SIGNATURE SIGNATURE OF CONTRACTOR Diane Marson Manager, Corporate Contracting SIGNATURE OF DELEGATED MINISTRY AUTHORITY							
10461 (2008/07	7) Origina	I – Contract File C	opy – Contractor	/ Accounts Payable / Contract Originat	TF or , Pf	RA-2013-00 nase 1 Page	041 ^{2 183} Side 1

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RECORDS

4. The Contractor will:

- a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
- b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred;
- and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- 8. The Contractor will upon the request, from time to time, of the Minister: a) fully inform the Minister of work done and to be done by the
 - Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.

10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minlster, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- 12. The Contractor will not without the prior written consent of the Minister:
 - a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this-Agreement and the obligations of the Contractor to such other person, firm or corporation.

EMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND ST ARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is altributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

20. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
- 22. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to the Agreement are an integral part of this Ågreement as if set out at length in the body of this Agreement.
- 25. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 26. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 27. This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax. The GST registration number for the Province is R107864738.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

051 | CS | 4696

The Contractor shall:

1. Background

The Ministry of Transportation and Infrastructure ("the Ministry) is responsible for planning, procuring, and managing a multi-modal transportation network serving the diverse needs of the Province of British Columbia. The network includes but is not limited to highways, rapid transit, rail and ferry systems.

The Ministry works closely with a number of public agencies and private sector entities through a wide variety of project planning, project development, and project funding agreements and delivery models. The Ministry draws on both internal and external resources to plan and carry out its mandate.

2. Scope of Consultant Services

OLUMBIA

The Consultant will provide a wide range of cost estimating services in support of the planning, acquisition, and management of a broad range of public buildings, including but not limited to education and health services facilities.

The Consultant has appointed one individual, Eldon Lau, to act as Lead Estimator and one individual, Ellis Pang, to act as Estimator. Additional Supporting Resources, Steve Hadden and Willie Yeung, may be appointed if required. The Lead Estimator will report to the Ministry Manager and will represent the Consultant in all matters pertaining to the Contract and the Services. All resources provided by or through the Consultant will report to, be co-ordinated by, or work under the direction of the Lead Estimator unless otherwise expressly agreed in writing by the Ministry Manager.

The Consultant will provide all Services on an "if, as and when requested by the Province" basis. No retainer is expected to require full time availability. The Consultant shall not be entitled to a minimum guarantee of work in association with the Contract.

Services may include;

- 1. preparing or reviewing capital cost estimates at various stages of a project,
- 2. preparing or reviewing cost estimates in association with value analysis and value engineering activities and participating in value analysis and value engineering activities,
- 3. preparing independent cost estimates and/or cost audits for an entire capital program or project or for key elements of a capital program or project,
- 4. preparing detailed and/or high level cost estimates, forecasts, and related analysis in support of executive level strategic decision making,
- 5. providing advice or assistance to further develop Ministry cost estimating policies and practices associated with transportation planning, acquisition, and management.

Service assignments may be initiated by a work assignment letter, or the Ministry Manager may call on the Consultant by phone or email to provide "ad hoc" assistance or advice on short notice.

Note: The Ministry reserves the right to expand or reduce the scope of the Consultant's Services at any time during the term of the Contract.

The Consultant may, from time to time, be called on by the Ministry to identify and retain such additional specialized resources as may be necessary to affect the proper and timely performance of the Services. All services are to be provided on an "as and when required" basis. The Consultant shall not be entitled to a minimum guarantee of work as a result of this Contract.

CONTRACT NUMBER 051 CS 4696

3. Ministry Obligations during the Contract Term

During the term of the Contract, responsibilities of the Ministry will include:

- 1. Appoint a Ministry Manager to act as the Consultant's primary point of contact with the Ministry on all matters related to the performance of the Services.
- 2. Provide the Consultant with clear written or verbal instructions regarding the scope, schedule, and reporting relationships involved in each assignment.
- 3. Provide the Consultant with timely access to Ministry source documents, files, and computer systems as required to perform any Services.
- 4. Provide timely review, feedback, and approval, where appropriate, of all workplans, reports, and other deliverables delivered by the Consultant in the performance of the Services.
- 5. Meet periodically with the Consultant to discuss progress of the Services.
- 6. Provide periodic verbal and written performance evaluation and feedback to the Consultant.
- 7. Be available to constructively resolve any performance issues as they may arise.
- 8. Provide timely review of invoices and approval for payment, where appropriate.

The Ministry reserves the right to expand or reduce the scope of its obligations during the term of the Contract.

The Ministry Manager, as of the commencement of this Contract, is Claire Ingram, phone: 1-250-387-2673, e-mail: <u>Claire.Ingram@gov.bc.ca</u>.

All Services will be performed on an "if, as and when requested by the Province" basis. No Consultant is guaranteed to be called on either to perform any Services or to prepare any work plans and cost estimates regarding any potential Services as a result of entering into a Contract with the Province. No Consultant is expected to guarantee that they will be available to either provide any Services or to prepare a work plan and cost estimate for a potential assignment that might subsequently be offered to them by the Province.

As the Province has retained more than one Consultant to provide the Services, the Province will have the sole discretion in determining:

(a) whether a particular Consultant or Consultants are invited to undertake any specific assignment or assignments; or

(b) whether one or more Consultants will be invited to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment.

Such determination may be based on the Province's understanding of which Consultant or Consultants have the most appropriate combination of knowledge, skills and abilities to undertake the assignment in a manner consistent with the Province's priorities and understanding of the assignment.

If the Province elects to invite one or one or more Consultants to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment, the criteria for subsequently selecting the Consultant or Consultants to undertake that assignment shall be as disclosed by the Province in the invitation to prepare the work plan and cost estimate. The invitation will clearly state the nature and scope of the work plan and cost estimate as well as the date by which it must be submitted to be considered valid.

4. Option to Renew

All Services are expected to be performed within an initial Contract Term of two (2) years. At the discretion of the Ministry and subject to available appropriation, the initial Contract Term may be extended for an additional period of not greater than two (2) years.



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER						
051	CS	4696				

POSITION	HOURLY RATE
Lead Estimator – Eldon Lau	200.00
Estimator – Ellis Pang	150.00
Supporting Resource – Steve Hadden	130.00
Supporting Resource – Willie Yeung	130.00

Cost Estimator assignments will be reimbursed on either a Fixed Fee or Time and Expenses basis as approved by the Ministry Manager.

Time will be reimbursed in accordance with the above Rates. All Rates will be firm for the first two years of the Contract Term. Rates are to be inclusive of all costs associated with performing the Services including all overhead and normal out-of-pocket costs other than travel.

Approved Travel Expenses will be reimbursed in accordance with the attached Schedule of Reimbursable Travel Expenses (Group 2 rates).

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed and accepted as satisfactory by the Ministry.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 300,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

- 1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed.
- 2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
- 3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
- 4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
- 5. The Contractor shall not commit the Province to any financial liability.
- 6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.

y of Transportation SCHEDULE (REIMBURSABLE TRAVEL **EXPENSES** (MANAGEMENT – GROUP II)

the Payment Schedule as an allowable expense, then When travel exp transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

and infrastructure

These rates will apply for the duration of the contract.

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

Mi

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or -Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- AVIS C1460000
- 8 BUDGET RENT A CAR & TRUCK - A162000
- ENTERPRISE RENT A CAR 4CA1000
- ۶ NATIONAL CAR RENTAL - 3614638

When signing the rental agreement, waive Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will not be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

CONTRACT IDENTIFICATION NUMBER CS 051 4696

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Harmonized Sales Tax (HST) with original receipts attached.

- (d) Private Vehicle: No receipts are required. Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless preapproved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3, ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30.00/day.

Accommodation outside the Province will be at the rates preapproved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month or board and lodging in lieu of the accommodation and meal rates specified above.

SRITISH OLUMBIA

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penses a	re liste	d in t

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$135	\$135	\$140	\$140	\$165	\$160	\$170	\$170	\$155	\$150	\$130	\$130
Burnaby	\$125	\$125	\$125	\$125	\$120	\$120	\$120	\$120	\$135	\$125	\$110	\$110
Coquitlam/Port Coquitlam	\$110	. \$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
Delta	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	· \$105	\$95	\$95	\$95
Langley	\$95	\$95	\$95	\$95	\$105	\$105	\$105	\$105	\$105	\$95	\$100	\$95
New Westminster	\$120	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$120	\$120	\$120
North Vancouver	\$120	\$120 [°]	\$120	\$120	\$140	\$140	\$165	\$165	\$155	\$125	\$110	\$110
Richmond	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$110	\$100	\$100	\$105
Surrey	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
White Rock	\$90	\$90	\$90	\$90	, \$100	\$100	\$110	\$110	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	\$100	\$140	\$140	\$140	\$140	\$140	\$100	\$100	\$100
Greater Victoria*	\$100	\$110	\$110	\$110	\$1 10	\$105	\$140	\$140	\$140	\$110	\$110	\$110
Castlegar	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Cranbrook	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Dawson Creek	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Fort St John	\$120	\$120	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Golden	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$100	\$90	\$90	\$90
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$100	\$95	\$95
Kelowna	\$95	\$95	\$95	\$95	\$110	\$120	\$150	\$150	\$120	\$100	\$100	\$95
Nánaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$110	\$100	\$100	\$100
Nelson	\$90	\$90	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$90	\$90	\$90
Penticton	\$90	\$90	\$90	\$90	\$85	\$100	\$140	\$130	\$100	\$90	\$90	\$90
Prince George	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Prince Rupert	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Smithers	\$85	\$85	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Теггасе	\$90	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90
Vernon	\$85	\$85	\$85	\$85	\$95	\$100	\$115	\$115	\$100	\$85	\$85	\$85
Whistler	\$180	\$180	\$180	\$140	\$105	\$105	\$110	\$110	\$110	\$105	\$105	\$160
Williams Lake	\$100	\$100	\$100	\$100	\$95	\$110	\$110	\$110	\$110	\$100	\$100	\$100
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay

SAMPLE Ministry of Transportation and Infrastructure OLUMBIA Letter of Authorization for Contractors "Date" To: All Authorized Province of British Columbia Travel Industry Suppliers Re: "Contract Identification Number & Brief Description of Services" Please be advised that: "Name of Contractor" is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows: to "Completion Date" "Commencement Date" The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied. Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement. Should you require verification of this information, or if you have any questions, please contact the undersigned "Phone Number" Thank you for your co-operation. Yours truly,

at

"Name of Ministry Contact"

"Position Title"



Mimstry of Transportation and Infrastructure

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES FOR CONTRACTORS TO FILL IN ONLINE – H1170

(http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070)

NAME OF INDIVIDUAL CLAIMING EXPENSES:	·	CONTRACT IDENTIFICATION NUMBER
REASON / PURPOSE FOR TRAVEL:		

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding HST
			•	
				-
	· .			
For private vehicle only.			AL – Excluding H	

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)	Cost
` *		-
	· · · · · · · · · · · · · · · · · · ·	
	ΤΟ	TAL \$

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost - Excluding HST
	· · · · ·	
		· ·
		· · ·
	TOTAL – Excluding HST	\$

Period Covered (From – To):

TOTAL EXPENSES - Excluding HST

\$

Contract NUMBER COLOS4646

BRITISH COLUMBIA

Ministry or ransportation and Infrastructure

IL_URANCE SPECIFICATIONS INS-80

BILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

THIRD PARTY LIABILITY INSURANCE

3.

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the

Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

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DEDUCTIBLES

A property damage deductible will (Ilowed up to \$5,000.00 for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

> Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the work has been completed, irrespective of the expiry date of the policy.

AUTOMOBILE ' IABILITY INSURANCE

IF any licensé phicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include fourfourths collision liability insurance.

AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

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4.

6.

7.

8.



BRITISH | Ministry of Transportation COLUMBIA | and Infrastructure

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreeme	ents/Permits Number, Location and Description:			Brokers	' Reference No.
Contract Number 051 CS	4696: Cost Estimator - Infrastructure Projects RFP 04	42CS CEInfra As	and When Requ	lired	
1					x Effective Date
					012-03-14
				())	yy/mm/dd)
INSURED N	ame	· · · · · ·	· · ·	·	
Business Ad	dress	_			·
BROKER	Name				
Business Ad	dress				-
		Policy Dates	yyyy/mm/dd		
Type of Insurance	Company and Policy Number	Effective	Expiry	Limits of Liab	
0			· -	Bodily Injury and	Property Damage
Commercial General Liabil (including Non-Owned	ſy .	1		*	Inclusive
Automobile Liability)	· ·			\$\$	Aggregate
`				\$	Deductible
				\$	SIR
Additional Insureds:			L (
			· · · · · · · · · · · · · · · · · · ·	Dediktriver and	Droparty Domago
Automobile Liability				Bodily Injury and	
				\$	Inclusive
				\$	· Limits
I Imbrella/Excess Liability				excess of \$	General Liability
-	· · ·			excess of \$	Automobile
Builders Risk		1		\$	Site
Installation Floater				\$··	Other Location
Other:				\$	Transit
					·
Equipment Insurance				\$	Limit
Edubuleur litagiture					
· · · · ·	······································	1		Ś	Each Claim
Professional Liability Errors and Ornissions				\$	Aggregate
				.\$	Deductible
				\$	
Protection & Indemnity	· ·				Limit
Hull & Machinery	2		· ·	\$	Limit
Builders Risk (Vessels))			\$	Limit
	*			\$ <u>.</u>	Lìmit
Olher:				\$	Limit

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

Page 1 of 2

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

H0111 (2009/12)

TRA-2013-00041 Phase 1 Page 194 Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

CONDITIONS APPLICABLE TO: COMMERCIAL GENERAL LIABILITY

1. Additional Named Insured Clause for Ministry Contracts Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

CONDITIONS APPLICABLE TO:

PROPERTY TYPE OF INSURANCE POLICIES (WHERE IT IS A REQUIREMENT OF THE CONTRACT, AGREEMENT, LEASE OR PERMIT)

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

CONDITIONS APPLICABLE TO:

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O) INSURANCE

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER MINISTRY OF TRANSPORTATION & INFRASTRUCTURE PO BOX 9850 STN PROV GOVT VICTORIA BC V8W 975 or

Ministry Representative; as noted in the contract.

CONDITION APPLICABLE TO:

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street; Victoria, B.C. V&W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Transportation and Infrastructure (the "Province") and BTY Consultancy Group Inc (the "Contractor") respecting Contract Number 051CS4696 (the "Agreement").

Definitions

- In this Schedule, 1.
 - "access" means disclosure by the provision of access;

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- "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time; (b)
- "contact information" means information to enable an individual at a place of business (c) to be contacted and includes the name, position name or tille, business telephone number, business address, business email or business fax number of the individual;
- "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the (d) Agreement or any previous agreement between the Province 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

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

Collection of personal information

- Unless the Agreement otherwise specifies or the Province 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 З. the Aareement
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is 4.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it
 - the legal authority for collecting it; and
 - the tille, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal (c) Information.

curacy of personal information

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 Province 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 In than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

- Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in 8. accordance with the direction.
- When issuing a written direction under section 8, the Province must advise the Contractor of 9. the data the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- Within 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 Province, the Contractor disclosed the information being corrected or annotated. 10.
- If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor with other and the the Contractor and the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor with other advised the Contractor of the terms of the Contractor with other advised the Contractor the terms of the Contractor with other terms of the Contractor terms of t 11. must also promptly provide that official's name or title and contact information to the person making the request,

Protection of personal information

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

...etention of personal information

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

Use of personal information

Unless the Province 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 15 the Contractor's rights, under the Agreement.

Disclosure of personal Information

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

Notice of foreign demands for disclosure

- 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:
 - receives a foreign demand for disclosure; (a)
 - 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 (b) disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has (c) · occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province 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

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 Province. 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

In addition to any other rights of inspection the Province may have under the Agreement or 20. under statute, the Province 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

- The Contractor must in relation to personal information comply with: the requirements of the Act applicable to the Contractor as a service provider, including (a)
- any applicable order of the commissioner under the Act; and
- any direction given by the Province under this Schedule. (b)
- 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. 22.

Notice of non-compliance

21.

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 Province 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

In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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

- In this Schedule, references to sections by number are to sections of this Schedule unless 25, otherwise specified in this Schedule.
- Any reference to the "Contractor" in this Schedule includes any subcontractor or agent related by the Contractor to perform obligations under the Agreement and the Contractor must ensure 26. that any such subcontractors and agents comply with this Schedule.
- The obligations of the Contractor in this Schedule will survive the termination of the 27. Agreement
- If a provision of the Agreement (including any direction given by the Province 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.
- Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction 30. outside Canada unless such contravention is required to comply with the Act.



CONTRACT IDENTIFICATION NUMBER:

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	<u> </u>

This Agreement, MADE IN QUADRUPLICATE ON THE ____ DAY OF _

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.

	(hereinafter called the "Province")	POSTAL CODE
ND:		
ddress		
	(hereinafter called the "Contractor")	POSTAL CODE

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 27, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DATE (yyyy/mm/dd)	COMPLETION DATE (yyyy/mm/dd)	ATTACHED SCHEDULES MARKED "	FORM PART OF THIS CONTRACT	
 TERMS AND CONDITIONS: APPOINTMENT The Province retains the Contractor to provide the services (th "Services") described in the Works/Services Schedule attache hereto. TERM The Contractor will, notwithstanding the date of execution an delivery of the Agreement, start providing the Services on th commencement date and shall complete all Services to th satisfaction of the Minister by the completion date, both date hereinbefore stated. The period of time between the aforementione dates shall hereinafter be referred to as the "Term". Time shall b deemed to be material and of the essence of this contract. PAYMENT The Province will pay to the Contractor, in full payment for providin the Services and in full reimbursement for expenses incurred i connection therewith, the amounts, in the manner and at the times services and the times services in the services and in full reimbursement for expenses incurred in connection therewith, the amounts, in the manner and at the times services in the services in the		ATTACHED SCHEDULES MARKED "⊠" FORM PART OF THIS CONT □ Terms and Conditions □ Works/Services Schedule - H0461a □ Payment Schedule - H0461b □ Travel Expenses (Group I) - H0461c □ Travel Expenses (Group II Mgmt) – H0461c-1) □ Special Conditions (Engineering) – H0461d □ Special Conditions (Information Systems) – H0461d □ Special Conditions (Surveying) – H0461d-2) □ Insurance Specifications – INS-80 □ Insurance Specifications Professional – INS-132 □ Certificate of Insurance – H0111 □ Privacy Protection Schedule		
WITNESS WHEREOF THE PARTIES HER	In signing this Agreemer understands the addition	THE DAY AND YEAR FIRST ABOVE WRITTEN Int the Contractor certifies that he/she has read and inal conditions appearing on the reverse of this form. CONTRACTOR	AFFIX CORPORATE SEAL BELOW	

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

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ADDITIONAL TERMS AND CONDITIONS

RECORDS

- 4. The Contractor will:
 - a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
 - b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred;
 - and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- 8. The Contractor will upon the request, from time to time, of the Minister:
 - a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.

10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- The Contractor will not without the prior written consent of the Minister:

 assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

INDEMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

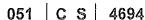
20. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
- 22. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 25. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 26. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 27. This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax. The GST registration number for the Province is R107864738.



Ministry of Transportation OLUMBIA | and Infrastructure

CONSULTING SERVICES CONTRACT

his Agreement, Made IN QUADRUPLICATE ON THE 12th DAY OF May

BRITISH

dolz.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.

Address	4C - 940 Blanshard Street, PO Box 9850	Stn Prov Govt, Victoria, British Columbia	V8W 9T5
	(hereinafter called the "Province")	CORPORATE CONTRACTING	POSTAL CODE
AND:	Hanscomb Limited		
\ddress	Suite 140 - 475 West Georgia Street	APR 0 4 2012	
	Vancouver, British Columbia	MINISTRY OF	V6B 4M9
	(hereinafter called the "Contractor")	ORTATION & INFRASTRU	POSTAL CODE

Short Description: Cost Estimator - Infrastructure Projects RFP 042CS CEInfra As and When Required

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 27, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DAT	E (yyyy/mm/dd)	COMPLETION DATE (yyyy/mm/dd)			
(2012/04/	01	2014/03/31		CHED SCHEDULES MARKED °⊠" FORM PART OF THIS CONTRACT	
	IONS;			Terms and Conditions	
APPOINTMENT			\boxtimes	Works/Services Schedule - H0461a	
1. The Province		ontractor to provide the services (the	\boxtimes	Payment Schedule - H0461b	
"Services") de hereto.	escribed in the	e Works/Services Schedule attached		Travel Expenses (Group I) - H0461c	
TERM			\square	Travel Expenses (Group II Mgmt) – H0461c-1)	
2. The Contracto		istanding the date of execution and start providing the Services on the shall complete all Services to the		Special Conditions (Engineering) – H0461d	
				Special Conditions (Information Systems) – H0461d-1	
		by the completion date, both dates od of time between the aforementioned		Special Conditions (Surveying) – H0461d-2)	
dates shall he	reinafter be ref	erred to as the "Term". Time shall be	\boxtimes	Insurance Specifications – INS-80	
	natenal and of	the essence of this contract.		Insurance Specifications Professional – INS-132	
PAYMENT 3. The Province	will pay to the (Contractor, in full payment for providing	\boxtimes	Certificate of Insurance – H0111	
the Services and in full reimburs		nbursement for expenses incurred in unts, in the manner and at the times set		Privacy Protection Schedule	
out in the Pay	nent Schedule	attached hereto and the Contractor will			
accept the san	ie as tuli payme	nt and full reimbursement as aforesaid.			
WITNESS WHEREOF TH	E PARTIES HER	ETO HAVE EXECUTED THIS AGREEMENT 1	HE DAY /	AND YEAR FIRST ABOVE WRITTEN ALERKYGORRORALESEAL DELOW	
				actor certifies that he/she has read and	

	In signing this Agreement the Contractor certifies that he/she has read and understands the additional conditions appearing on the reverse of this form,	
WITHESS AS TO THE CONTRACTOR'S SIGNATURE	SIGNATURE OF CONTRACTOR	
Itmade	Diane Marson Manager, Corporate Contracting	
WITNESS AS TO THE MINISTRY SIGNATURE	SIGNATURE OF DELEGATED MINISTRY AUTHORITY	
		TRA-2013-00041 Phase 1 Page 201

Side 1

RECORDS

- 4. The Contractor will:
 - a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
 - b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred; and the Minister of Transportation and Infrastructure (the "Minister") will
 - have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- The Contractor will upon the request, from time to time, of the Minister:

 a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

- 9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.
- 10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- The Contractor will not without the prior written consent of the Minister:
 a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

... JEMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attribulable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written walver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

20. Every reference to the Minister In this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
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WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

The Contractor shall:

1. Background

The Ministry of Transportation and Infrastructure ("the Ministry) is responsible for planning, procuring, and managing a multi-modal transportation network serving the diverse needs of the Province of British Columbia. The network includes but is not limited to highways, rapid transit, rail and ferry systems.

The Ministry works closely with a number of public agencies and private sector entities through a wide variety of project planning, project development, and project funding agreements and delivery models. The Ministry draws on both internal and external resources to plan and carry out its mandate.

2. Scope of Consultant Services

The Consultant will provide a wide range of cost estimating services in support of the planning, acquisition, and management of a broad range of public buildings, including but not limited to education and health services facilities.

The Consultant has appointed one individual, Thilak Bandara, to act as Lead Estimator and one individual, Wanhai Li, to act as Estimator. Additional resources may be appointed at the rates set out in Form H0461, ayment Schedule. The Lead Estimator will report to the Ministry Manager and will represent the Consultant in all matters pertaining to the Contract and the Services. All resources provided by or through the Consultant will report to, be co-ordinated by, or work under the direction of the Lead Estimator unless otherwise expressly agreed in writing by the Ministry Manager.

The Consultant will provide all Services on an "if, as and when requested by the Province" basis. No retainer is expected to require full time availability. The Consultant shall not be entitled to a minimum guarantee of work in association with the Contract.

Services may include;

- 1. preparing or reviewing capital cost estimates at various stages of a project,
- 2. preparing or reviewing cost estimates in association with value analysis and value engineering activities and participating in value analysis and value engineering activities,
- 3. preparing independent cost estimates and/or cost audits for an entire capital program or project or for key elements of a capital program or project,
- 4. preparing detailed and/or high level cost estimates, forecasts, and related analysis in support of executive level strategic decision making,
- 5. providing advice or assistance to further develop Ministry cost estimating policies and practices associated with transportation planning, acquisition, and management.

Service assignments may be initiated by a work assignment letter, or the Ministry Manager may call on the Consultant by phone or email to provide "ad hoc" assistance or advice on short notice.

* ote: The Ministry reserves the right to expand or reduce the scope of the Consultant's Services at any time uring the term of the Contract.

The Consultant may, from time to time, be called on by the Ministry to identify and retain such additional specialized resources as may be necessary to affect the proper and timely performance of the Services. All services are to be provided on an "as and when required" basis. The Consultant shall not be entitled to a minimum guarantee of work as a result of this Contract.

CONTRACT NUMBER: 051 CS 4694

3. Ministry Obligations during the Contract Term

During the term of the Contract, responsibilities of the Ministry will include:

- 1. Appoint a Ministry Manager to act as the Consultant's primary point of contact with the Ministry on all matters related to the performance of the Services.
- 2. Provide the Consultant with clear written or verbal instructions regarding the scope, schedule, and reporting relationships involved in each assignment.
- 3. Provide the Consultant with timely access to Ministry source documents, files, and computer systems as required to perform any Services.
- 4. Provide timely review, feedback, and approval, where appropriate, of all workplans, reports, and other deliverables delivered by the Consultant in the performance of the Services.
- 5. Meet periodically with the Consultant to discuss progress of the Services.
- 6. Provide periodic verbal and written performance evaluation and feedback to the Consultant.
- 7. Be available to constructively resolve any performance issues as they may arise.
- 8. Provide timely review of invoices and approval for payment, where appropriate.

The Ministry reserves the right to expand or reduce the scope of its obligations during the term of the Contract.

The Ministry Manager, as of the commencement of this Contract, is Claire Ingram, phone: 1-250-387-2673, email: <u>Claire.Ingram@gov.bc.ca</u>.

All Services will be performed on an "if, as and when requested by the Province" basis. No Consultant is guaranteed to be called on either to perform any Services or to prepare any work plans and cost estimates regarding any potential Services as a result of entering into a Contract with the Province. No Consultant is expected to guarantee that they will be available to either provide any Services or to prepare a work plan and cost estimate for a potential assignment that might subsequently be offered to them by the Province.

As the Province has retained more than one Consultant to provide the Services, the Province will have the sole discretion in determining:

(a) whether a particular Consultant or Consultants are invited to undertake any specific assignment or assignments; or

(b) whether one or more Consultants will be invited to prepare a work plan and cost estimate to assist the . Province in determining which Consultant or Consultants will be selected to undertake a potential assignment.

Such determination may be based on the Province's understanding of which Consultant or Consultants have the most appropriate combination of knowledge, skills and abilities to undertake the assignment in a manner consistent with the Province's priorities and understanding of the assignment.

If the Province elects to invite one or one or more Consultants to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment, the criteria for subsequently selecting the Consultant or Consultants to undertake that assignment shall be as disclosed by the Province in the invitation to prepare the work plan and cost estimate. The invitation will clearly state the nature and scope of the work plan and cost estimate as well as the date by which it must be submitted to be considered valid.

-. Option to Renew

All Services are expected to be performed within an initial Contract Term of two (2) years. At the discretion of the Ministry and subject to available appropriation, the initial Contract Term may be extended for an additional period of not greater than two (2) years.



PAYMENT SCHEDULE

WETHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

POSITION	HOURLY
Lead Estimator – Thilak Bandara	140.00
Estimator – Wanhai Li	110.00
Additional Resources:	
Senior Cost Estimator	110.00
Intermediate Cost Estimator	95.00
Junior Cost Estimator	70.00
Technical Support	55.00
Value Management Workshop Facilitator	225.00
Value Management Workshop Co-ordinator	110.00
Alternative Procurement Strategy Capital Cost Advisor	225.00

Cost Estimator assignments will be reimbursed on either a Fixed Fee or Time and Expenses basis as approved by the Ministry Manager.

Time will be reimbursed in accordance with the above Rates. All Rates will be firm for the first two years of the Contract Term. Rates are to be inclusive of all costs associated with performing the Services including all overhead and normal out-of-pocket costs other than travel.

pproved Travel Expenses will be reimbursed in accordance with the attached Schedule of Reimbursable Travel Expenses (Group 2 rates).

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed and accepted as satisfactory by the Ministry.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 300,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

- 1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed.
- 2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
- 3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
- . The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
- 5. The Contractor shall not commit the Province to any financial liability.
- 6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

BRITISH

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- > AVIS C1460000
- ▶ BUDGET RENT A CAR & TRUCK A162000
- ▶ ENTERPRISE RENT A CAR 4CA1000
- ➢ NATIONAL CAR RENTAL − 3614638

When signing the rental agreement, <u>waive</u> Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will <u>not</u> be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

CONTRACT IDENTIFICATION NUMBER					
051	CS	4694			

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Harmonized Sales Tax (HST) with original receipts attached.

- (d) Private Vehicle: No receipts are required.
 Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless preapproved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30.00/day.

Accommodation outside the Province will be at the rates preapproved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month or board and lodging in lieu of the accommodation and meal rates specified above.

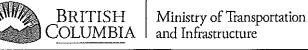
APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$135	\$135	\$140	\$140	\$165	\$160	\$170	\$170	\$155	\$150	\$130	\$130
Burnaby	\$125	\$125	\$125	\$125	\$120	\$120	\$120	\$120	\$135	\$125	\$110	\$110
Coquitlam/Port Coquitlam	\$110	\$110	- \$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
Delta	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
Langley	\$95	\$95	\$95	\$95	\$105	\$105	\$105	\$105	\$105	\$95	\$100	\$95
New Westminster	\$120	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$120	\$120	\$120
North Vancouver	\$120	\$120	\$120	\$120	\$140	\$140	\$165 [,]	\$165	\$155	\$125	\$110	\$110
Richmond	\$110	\$110	\$110	\$110 [,]	\$120	\$120	\$120	\$120	\$110	\$100	\$100	\$105
Surrey	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
White Rock	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	\$100	\$140	\$140	\$140	\$140	\$140	·\$100	\$100	\$100
Greater Victoria*	\$100	\$110	\$110	\$110	\$110	\$105	\$140	\$140	\$140	\$110	\$110	\$110
Castlegar	\$100	\$100	- \$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Cranbrook	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Dawson Creek	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Fort St John	\$120	\$120	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Golden	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$100	\$90	\$90	\$90
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$100	\$95	\$95
Kelowna	\$95	\$95	\$95	\$95	\$110	· \$120	\$150	\$150	\$120	\$100	\$100	\$95
Nanaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$110	\$100	\$100	\$100
Nelson	\$90	\$90	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$90	\$90	\$90
Penticton	\$90	\$90	\$90	\$90	\$85	\$100	\$140	\$130	\$100	\$90	\$90	\$90
Prince George	\$100	\$100	· \$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Prince Rupert	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Smithers	\$85	\$85	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Terrace	\$90	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90
Vernon	\$85	\$85	\$85	\$85	\$95	\$100	\$115	\$115	\$100	\$85	\$85	\$85
Whistler	\$180	\$180	\$180	\$140	\$105	\$105	\$110	\$110	\$110	\$105	\$105	\$160
Williams Lake	\$100	\$100	\$100	\$100	\$95	\$110	\$110	\$110	\$110	\$100	\$100	\$100
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay

S/	١M	PL	E



Letter of Authorization for Contractors

"Date" To: All Authorized Province of British Columbia Travel Industry Suppliers Re: "Contract Identification Number & Brief Description of Services" Please be advised that: "Name of Contractor" is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows: to "Completion Date" "Commencement Date" The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied. Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement. Should you require verification of this information, or if you have any questions, please contact the undersigned • at "Phone Number" Thank you for your co-operation. Yours truly, "Name of Ministry Contact" "Position Title"



Ministry of Transportation and Infrastructure

SAMPLE

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES FOR CONTRACTORS TO FILL IN ONLINE - H1170

(http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070)

NAME OF	INDIVIDUAL	CLAIMING	EXPENSES:

CONTRACT IDENTIFICATION NUMBER

REASON / PURPOSE FOR TRAVEL:

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	<u> </u>	Km*	Mode	Cost – Excluding HST
-				
For private vehicle only		۲		¢

or private vehicle only.

Excluding HS1 [3

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)		
			*
		TOTAL	\$

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost – Excluding HST			
		cluding HST \$			

-xciuaing HST

Period Covered (From - To):

TOTAL EXPENSES - Excluding HST

\$ TRA-2013-00041 Phase 1 Page 209

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H0461c-1 (2012/03)



Ministry of Transportation and Infrastructure

INSURANCE SPECIFICATIONS INS-80

LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

THIRD PARTY LIABILITY INSURANCE

3.

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

DEDUCTIBLES

A property damage deductible will be allowed up to \$5,000.00 for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

> Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of **twelve (12)** months after the work has been completed, irrespective of the expiry date of the policy.

4. AUTOMOBILE LIABILITY INSURANCE

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include fourfourths collision liability insurance.

6. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

8.



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Pen	mits Number, Location and Description:			Broken	s' Reference No.		
Contract Number 051 CS 4694: C	ost Estimator - Infrastructure Projects RFP	042CS CEInfra As	and When Req	uired	·		
	-				or Effective Date		
		,			012-03-14		
				()	yyy/mm/dd)		
INSURED Name							
Business Address							
BROKER Name							
Business Address							
		Policy Dates	yyyy/mm/dd				
Type of Insurance	Company and Policy Number	Effective	Effective Expiry		Limits of Liability / Amounts		
Commonial Constal Linkith				Bodily Injury and Property Damage			
Commercial General Liability (including Non-Owned	. •			\$	Inclusive		
Automobile Liability)				\$	Aggregate		
				\$	Deductible		
				\$	SIR		
Additional Insureds:			, ,				
		<u> </u>		Bodily Injury and	Property Damage		
Automobile Liability				\$	Inclusive ·		
		`		\$	Limits		
Umbrella/Excess Liability				excess of \$	General Liability		
				excess of \$	Automobile		
Builders Risk				\$	Site		
Installation Floater				\$	Other Location		
Other.		-		\$	Transit		
					······································		
Equipment Insurance				\$	Limit		
	•				•		
				\$	Each Claim		
Professional Liability Errors and Omissions	~	•		\$	Aggregate		
				\$	Deductible		
Protection & Indemnity	······			\$	Limit		
Hull & Machinery				\$	Limit		
Builders Risk (Vessels)				\$	Limit		
Ship Repairers' Liability				\$	Limit		
Olher:				\$	Limit		

, ne undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate Print or Type Name

Date (yyyy/mm/dd)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

TRA-2013-00049e 1 of 2 Phase 1 Page 212 Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance blicy(s) are extended to include insurance conditions as follows:

CONDITIONS APPLICABLE TO: COMMERCIAL GENERAL LIABILITY

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any sured shall not affect the protection given by this policy to any other ,sured. The inclusion herein of more than one Insured shall not

operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a neriod of twelve (12) months after the contracted work has been npleted (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

CONDITIONS APPLICABLE TO:

PROPERTY TYPE OF INSURANCE POLICIES (WHERE IT IS A REQUIREMENT OF THE CONTRACT, AGREEMENT, LEASE OR PERMIT)

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

CONDITIONS APPLICABLE TO:

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O) INSURANCE

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER MINISTRY OF TRANSPORTATION & INFRASTRUCTURE PO BOX 9850 STN PROV GOVT VICTORIA BC V8W 9T5

or Ministry Representative, as noted in the contract.

CONDITION APPLICABLE TO:

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

- (

Schedule E PRIVACY PROTECTION SCHEDULE

this Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of , ransportation and Infrastructure (the "Province") and Hanscomb Limited (the "Contractor") respecting Contract Number 051CS4694 (the "Agreement").

Definitions

- In this Schedule, 1.
 - (a) (b)
 - "access" means disclosure by the provision of access; "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - "contact information" means information to enable an individual at a place of business (c)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; "personal information" means recorded information about an identifiable individual, ίď other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province 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:
 - enable the Province to comply with its statutory obligations under the Act with respect to personal information; and (a)
 - ensure that, as a service provider, the Contractor is aware of and complies with its (b) statutory obligations under the Act with respect to personal information.

Collection of personal information

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

curacy of personal information

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 Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the 7. Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province' 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

- Within 5 business days of receiving a written direction from the Province to correct or annotate 8. any personal information, the Contractor must annotate or correct the information in accordance with the direction,
- When issuing a written direction under section 8, the Province must advise the Contractor of 9. the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- Within 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 Province, the 10. Contractor disclosed the information being corrected or annotated.
- If the Contractor receives a request for correction of personal information from a person other 11. than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or tille and contact information of an official of the Province 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

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

je and access to personal information

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

Retention of personal information

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

Use of personal information

. Unless the Province 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

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

Notice of foreign demands for disclosure

- 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:

 - receives a foreign demand for disclosure; 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 ibi disclosure; or
 - has reason to suspect that an unauthorized disclosure of personal information has (c)

(c) mes reason to suspect that an unautroized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Province 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 30.0 of the Act. as in section 30.2 of the Act.

Notice of unauthorized disclosure

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 Province. 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

In addition to any other rights of inspection the Province may have under the Agreement or 20. under statute, the Province 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

- 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
- any direction given by the Province under this Schedule. (b)
- 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. 22.

Notice of non-compliance

21.

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 Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence cf, the non-compliance or anticipated non-compliance.

Termination of Agreement

In addition to any other rights of termination which the Province may have under the 24. Agreement or otherwise at law, the Province 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

- In this Schedule, references to sections by number are to sections of this Schedula unless 25 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 Schedula.
- 27. The obligations of the Contractor in this Schedule will survive the termination of the Aareement
- If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner 28. under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 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 29 . 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.

ANNA	BRITISH	Ministry of Transpor	ry of Imperation				ONTRACT IDENTIFICATION NUMBER:		
	C <u>olumbi</u> a	and Infrastructure				051	c s	4697	
his Agreement, made in QUADRUPLICATE ON THE TH DAY OF May, 2012.									
BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.									
Address									
AND:	(hereinafter called the	,		OPOR	ATE CONTRACTING			AL CODE	
	Hanscomb Limite		<u>6</u>)r'		······			
Address		est Georgia Street		A	PR 0 4 2012	,			
	Vancouver, Britis	h Columbia	17		<u> </u>		POSTAL CODE		
	(nereinaner called the	Contractor)	NSA VSA	OPTAT	INISTRY OF		P031/	AL CODE	
Short Descripti	on: Cost Estimator	- Transportation Pro	ojects RFP	042C	CETran As and When	Required			
of this docun		to agree to the covenants schedules set out below. COMPLETION DATE (y	-	nts cont	ained in paragraphs 1 through :	27, inclusive, o	n the face ar	nd reverse side	
20)12/04/01	2014/03/3	1	ATTA	CHED SCHEDULES MARKED	D "⊠" FORM F	PART OF TH	IS CONTRACT	
 MS AND CONDITIONS: APPOINTMENT The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto. TERM The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract. PAYMENT The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid. 			 Terms and Conditions Works/Services Schedule - H0461a Payment Schedule - H0461b Travel Expenses (Group I) - H0461c Travel Expenses (Group II Mgmt) – H0461c-1) Special Conditions (Engineering) – H0461d Special Conditions (Information Systems) – H0461d-1 Special Conditions (Surveying) – H0461d-2) Insurance Specifications – INS-80 Insurance Specifications Professional – INS-132 Certificate of Insurance – H0111 Privacy Protection Schedule 						
WITNESS WHE	REOF THE PARTIES HERE				AND YEAR FIRST ABOVE WRITT	EN ATED	(CORPORATE)	SEALIBELLOW	
WITNESSAS T	M THE CONTRACTOR'S SI		In signing this Agreement the Contractor certifies that he/she has read and understands the additional conditions appearing on the reverse of this form.						
Star WITNESS AS T	UCIC O THE MINISTRY SIGNATU	Ma	ane Marson anager, Corpor SNATURE OF DI		CALL CALL CALL CALL CALL CALL CALL CALL	. 			

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RECORDS

4. The Contractor will:

- a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
- b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred; and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor Is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- The Contractor will upon the request, from time to time, of the Minister:

 a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

- 9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.
- 10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- The Contractor will not without the prior written consent of the Minister:
 a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or Impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

EMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

20. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
- 22. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 25. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 26. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 27. This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax. The GST registration number for the Province is R107864738.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

The Contractor shall:

British

OLUMBIA

051 CS 4697

1. Background

The Ministry of Transportation and Infrastructure ("the Ministry) is responsible for planning, procuring, and managing a multi-modal transportation network serving the diverse needs of the Province of British Columbia. The network includes but is not limited to highways, rapid transit, rail and ferry systems.

The Ministry works closely with a number of public agencies and private sector entities through a wide variety of project planning, project development, and project funding agreements and delivery models. The Ministry draws on both internal and external resources to plan and carry out its mandate.

2. Scope of Consultant Services

The Consultant will provide a wide range of cost estimating services in support of project management activities necessary to the planning, procurement, and implementation phases of highway, rapid transit, rail, and ferry systems capital projects.

The Consultant has appointed one individual, Thilak Bandara, to act as Lead Estimator and one individual, Wanhai Li, to act as Estimator. Additional resources may be appointed at the rates set out in Form H0461, 'ayment Schedule. The Lead Estimator will report to the Ministry Manager and will represent the Consultant in all matters pertaining to the Contract and the Services. All resources provided by or through the Consultant will report to, be co-ordinated by, or work under the direction of the Lead Estimator unless otherwise expressly agreed in writing by the Ministry Manager.

The Consultant will provide all Services on an "if, as and when requested by the Province" basis. No retainer is expected to require full time availability. The Consultant shall not be entitled to a minimum guarantee of work in association with the Contract.

Services may include;

- 1. preparing or reviewing capital cost estimates at various stages of a project,
- 2. preparing or reviewing cost estimates in association with value analysis and value engineering activities and participating in value analysis and value engineering activities,
- 3. preparing independent cost estimates and/or cost audits for an entire capital program or project or for key elements of a capital program or project,
- 4. preparing detailed and/or high level cost estimates, forecasts, and related analysis in support of executive level strategic decision making,
- 5. providing advice or assistance to further develop Ministry cost estimating policies and practices associated with transportation planning, acquisition, and management.

Service assignments may be initiated by a work assignment letter, or the Ministry Manager may call on the Consultant by phone or email to provide "ad hoc" assistance or advice on short notice.

Note: The Ministry reserves the right to expand or reduce the scope of the Consultant's Services at any time uring the term of the Contract.

The Consultant may, from time to time, be called on by the Ministry to identify and retain such additional specialized resources as may be necessary to affect the proper and timely performance of the Services. All services are to be provided on an "as and when required" basis. The Consultant shall not be entitled to a minimum guarantee of work as a result of this Contract.

CONTRACT NUMBER 051 CS 4697

. Ministry Obligations during the Contract Term

During the term of the Contract, responsibilities of the Ministry will include:

- 1. Appoint a Ministry Manager to act as the Consultant's primary point of contact with the Ministry on all matters related to the performance of the Services.
- 2. Provide the Consultant with clear written or verbal instructions regarding the scope, schedule, and reporting relationships involved in each assignment.
- 3. Provide the Consultant with timely access to Ministry source documents, files, and computer systems as required to perform any Services.
- 4. Provide timely review, feedback, and approval, where appropriate, of all workplans, reports, and other deliverables delivered by the Consultant in the performance of the Services.
- 5. Meet periodically with the Consultant to discuss progress of the Services.
- 6. Provide periodic verbal and written performance evaluation and feedback to the Consultant.
- 7. Be available to constructively resolve any performance issues as they may arise.
- 8. Provide timely review of invoices and approval for payment, where appropriate.

The Ministry reserves the right to expand or reduce the scope of its obligations during the term of the Contract.

The Ministry Manager, as of the commencement of this Contract, is Claire Ingram, phone: 1-250-387-2673, e-mail: <u>Claire.Ingram@gov.bc.ca</u>.

Il Services will be performed on an "if, as and when requested by the Province" basis. No Consultant is guaranteed to be called on either to perform any Services or to prepare any work plans and cost estimates regarding any potential Services as a result of entering into a Contract with the Province. No Consultant is expected to guarantee that they will be available to either provide any Services or to prepare a work plan and cost estimate for a potential assignment that might subsequently be offered to them by the Province.

As the Province has retained more than one Consultant to provide the Services, the Province will have the sole discretion in determining:

(a) whether a particular Consultant or Consultants are invited to undertake any specific assignment or assignments; or

(b) whether one or more Consultants will be invited to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment.

Such determination may be based on the Province's understanding of which Consultant or Consultants have the most appropriate combination of knowledge, skills and abilities to undertake the assignment in a manner consistent with the Province's priorities and understanding of the assignment.

If the Province elects to invite one or one or more Consultants to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment, the criteria for subsequently selecting the Consultant or Consultants to undertake that assignment shall be as disclosed by the Province in the invitation to prepare the work plan and cost estimate. The invitation will clearly state the nature and scope of the work plan and cost estimate as well as the date by which it must be submitted to be considered valid.

Option to Renew

All Services are expected to be performed within an initial Contract Term of two (2) years. At the discretion of the Ministry and subject to available appropriation, the initial Contract Term may be extended for an additional period of not greater than two (2) years.



PAYMENT SCHEDULE

JETHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

 CONTRACT IDENTIFICATION NUMBER

 051
 CS
 4697

POSITION	HOURLY RATE
Lead Estimator – Thilak Bandara	140.00
Estimator – Wanhai Li	110.00
Additional Resources:	
Senior Cost Estimator	110.00
Intermediate Cost Estimator	95.00
Junior Cost Estimator	70.00
Technical Support	55.00
Value Management Workshop Facilitator	225.00
Value Management Workshop Co-ordinator	110.00
Alternative Procurement Strategy Capital Cost Advisor	225.00

Cost Estimator assignments will be reimbursed on either a Fixed Fee or Time and Expenses basis as approved by the Ministry Manager.

Time will be reimbursed in accordance with the above Rates. All Rates will be firm for the first two years of the Contract Term. Rates are to be inclusive of all costs associated with performing the Services including all overhead and normal out-of-pocket costs other than travel.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed and accepted as satisfactory by the Ministry.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 300,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

- 1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed.
- 2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
- 3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.

The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.

- 5. The Contractor shall not commit the Province to any financial liability.
- 6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.

H0461b (2008/07)

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

BRITISH OLUMBIA

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- > AVIS C1460000
- ▶ BUDGET RENT A CAR & TRUCK A162000
- ➢ ENTERPRISE RENT A CAR − 4CA1000
- ➢ NATIONAL CAR RENTAL − 3614638

When signing the rental agreement, <u>waive</u> Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will <u>not</u> be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

CONTRACT IDENTIFICATION NUMBER

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Harmonized Sales Tax (HST) with original receipts attached.

- (d) Private Vehicle: No receipts are required.Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless preapproved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30.00/day.

Accommodation outside the Province will be at the rates preapproved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

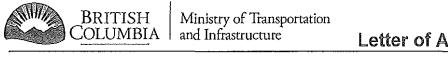
Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month or board and lodging in lieu of the accommodation and meal rates specified above.

APPENDIX 1 TO SCHEDULE OF REIM_JRSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$135	\$135	\$140	\$140	\$165	\$160	\$170	\$170	\$155	\$150	\$130	\$130
Burnaby	\$125	\$125	\$125	\$125	\$120	\$120	\$120	\$120.	\$135	\$125	\$110	\$110
Coquitlam/Port Coquitlam	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
Delta	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
Langley	\$95	\$95	\$95	\$95	\$105	\$105	\$105	\$105	\$105	\$95	\$100	\$95
New Westminster	\$120	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$120	\$120	\$120
North Vancouver	\$120	\$120	\$120	\$120	\$140	\$140	\$165	\$165	\$155	\$125	\$110	\$110
Richmond	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$110	\$100	\$100	\$105
Surrey	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
White Rock	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	\$100	\$140	\$140	\$140	\$140	\$140	\$100	\$100	\$100
Greater Victoria*	\$100	\$110	\$110	\$110	\$110	\$105	\$140	\$140	\$140	\$110	\$110	\$110
Castlegar	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Cranbrook	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Dawson Creek	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Fort St John	\$120	\$120	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Golden	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$100	\$90	\$90	\$90 [`]
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$100	\$95	\$95
Kelowna	\$95 [.]	\$95	\$95	\$95	\$110	\$120	\$150	\$150	\$120	\$100	\$100	\$95
Nanaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$110	\$100	\$100	\$100
Nelson	\$90	\$90·	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$90	\$90	\$90
Penticton	\$90	\$90	\$90	\$90	\$85	\$100	\$140	\$130	\$100	\$90	\$90	\$90
Prince George	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Prince Rupert	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Smithers	\$85	\$85	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Terrace	\$90	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90
Vernon	\$85	\$85	\$85	\$85	\$95	\$100	\$115	\$115	\$100	\$85	\$85	\$85
Whistler	\$180	\$180	\$180	\$140	\$105	\$105	\$110	\$110	\$110	\$105	\$105	\$160
Williams Lake	\$100	\$100	\$100	\$100	\$95	\$110	\$110	\$110	\$110	\$100	\$100	\$100
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay



Letter of Authorization for Contractors

"Date"

	Travel Industry Suppliers	
Re:		
		"Contract Identification Number & Brief Description of Services"

To: All Authorized Province of British Columbia

Please be advised that:

"Name of Contractor"

is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows:

"Commencement Date"

"Completion Date"

The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied.

to

Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement.

Should you require verification of this information, or if you have any questions, please contact the undersigned

at 🧃

"Phone Number"

.

Thank you for your co-operation.

Yours truly,

"Name of Ministry Contact"

"Position Title"



Ministry of Transportation and Infrastructure

SAMPLE

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES FOR CONTRACTORS TO FILL IN ONLINE – H1170

(http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070)

NAME OF INDIVIDUAL CLAIMING EXPENSES:	CONTRACT IDENTIFICATION NUMBER
· · · · · · · · · · · · · · · · · · ·	
REASON / PURPOSE FOR TRAVEL:	
· · ·	

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding HST
ar privata vahiala anku		TOT	AL Evoluding H	let e

For private vehicle only.

TOTAL – Excluding HST \$

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)	Cost
•		
,		
	TOTAL	\$

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost – Excluding HST
		4
		· · · · ·
	TATAL F	

TOTAL – Excluding HST | \$

Period Covered (From - To):

TOTAL EXPENSES - Excluding HST

\$ TRA-2013-00041 Phase 1 Page 223 Page 4 of 4

H0461c-1 (2012/03)

Contract Number 051CS4697



BRITISH | Ministry of Transportation OLUMBIA | and Infrastructure

INSURANCE SPECIFICATIONS INS-80

LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- b) For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the Ministry Office specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

THIRD PARTY LIABILITY INSURANCE

3.

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

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DEDUCTIBLES

A property damage deductible will be allowed up to **\$5,000.00** for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

> Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of **twelve (12)** months after the work has been completed, irrespective of the expiry date of the policy.

4. AUTOMOBILE LIABILITY INSURANCE

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include fourfourths collision liability insurance.

6. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5,

USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

8.



CERTIFICATE OF INSURANCE

.ontracts/Leases/Agreements/F	Permits Number, Location and Description:				Brokers' Reference No.
Contract Number 051 CS 4697	: Cost Estimator - Transportation Projects RFP 0	42CS CETran A	s and When Re	quired	·
					Award or Effective Date
					2012-03-14
·					(yyyy/mm/dd)
INSURED Name	· · · · · · · · · · · · · · · · · · ·				
Business Address	3				
BROKER Name	}				
Business Address	· ·				
Type of Insurance	Company and Policy Number	Policy Dates	yyyy/mm/dd	l imite	s of Liability / Amounts
Type of mountice	Company and t oncy humber	Effective	Expiry		jury and Property Damage
Commercial General Liability				Booaly in \$	
(including Non-Owned				*	Inclusive
Automobile Liability)				. –	Aggregate
				\$	Deductible
				\$	SIR
Additional Insureds:		L	•		
				Bodily In	jury and Property Damage
Automobile Liability				\$	Inclusive
				\$	Limits
Umbrella/Excess Liability				excess of \$	General Liability
				excess of \$	Automobile
					01-
Builders Risk				\$	Site Other
Installation Floater				\$	Location
Other:				\$	Transit
					Limit
Equipment Insurance				·	
				\$	Each Claim
Professional Liability Errors and Omissions				\$	Aggregate
				\$	Deductible
		<u> </u>		* 	
Protection & Indemnity				\$	Limit
Hull & Machinery				\$	Limit
Builders Risk (Vessels)				\$	Limit
Ship Repairers' Liability				\$	Limìt
Other:	· - · · · · · · · · · · ·			\$	Limit
		1			

e undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify ...at those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance rolicy(s) are extended to include insurance conditions as follows:

CONDITIONS APPLICABLE TO: COMMERCIAL GENERAL LIABILITY

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other

sured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been mpleted (twenty four (24) months for Design Build Minor Contracts), respective of the expiry date of the policy.

CONDITIONS APPLICABLE TO:

PROPERTY TYPE OF INSURANCE POLICIES (WHERE IT IS A REQUIREMENT OF THE CONTRACT, AGREEMENT, LEASE OR PERMIT)

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

CONDITIONS APPLICABLE TO:

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O) INSURANCE

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER MINISTRY OF TRANSPORTATION & INFRASTRUCTURE PO BOX 9850 STN PROV GOVT VICTORIA BC V8W 9T5 or

Ministry Representative, as noted in the contract.

CONDITION APPLICABLE TO:

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and infrastructure to request any time certified copies of any insurance policy(s).

Schedule E PRIVACY PROTECTION SCHEDULE

is Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of ransportation and Infrastructure (the "Province") and Hanscomb Limited (the "Contractor") respecting Contract Number 051CS4697 (the "Agreement").

Definitions

- In this Schedule,
 - (a) (b)
 - "access" means disclosure by the provision of access; "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time; "contact information" means information to enable an individual at a place of business
 - (c) 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;
 - "personal Information' means recorded information about an identifiable individual, (d) other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province 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:
 - enable the Province to comply with its statutory obligations under the Act with respect to (a) personal information; and
 - ensure that, as a service provider, the Contractor is aware of end complies with its statutory obligations under the Act with respect to personal information. (b)

Collection of personal information

- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the 3. 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.
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is 4. ahout
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the 5. Contractor must tell an individual from whom the Contractor collects personal Information:
 - the purpose for collecting it, (a)
 - (b)
 - the legal authority for collecting it; and the title, business address and business telephone number of the person designated by (c) the Province to answer questions about the Contractor's collection of personal information.

curacy of personal information

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 Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, If the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

- Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in 8. accordance with the direction.
- When Issuing a written direction under section 8, the Province must advise the Contractor of 9. the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- Within 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, 10. within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the 11. Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

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

age and access to personal information

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

atention of personal information.

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

Use of personal information

Unless the Province 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

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

Notice of foreign demands for disclosure

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

(c) This reason to subject that an unautrolized usclosure of personal monitation has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Province 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 a particular 30.0 of the Act. as in section 30.2 of the Act.

Notice of unauthorized disclosure

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 Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act. 19.

Inspection of personal Information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province 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

- The Contractor must in relation to personal information comply with:
- the requirements of the Act applicable to the Contractor as a service provider, including (a)
- any applicable order of the commissioner under the Act; and any direction given by the Province under this Schedule.
- ſbì
- 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. 22.

Notice of non-compliance

21.

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 Province of the particulars of the non-compliance or anticipated non-compliance and what 23. steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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

- In this Schedule, references to sections by number are to sections of this Schedule unless 25. otherwise specified in this Schedule,
- Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained 26. by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- The obligations of the Contractor in this Schedule will survive the termination of the 27. Agreement,
- If a provision of the Agreement (including any direction given by the Province under this 28 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
- The Contractor must comply with the provisions of this Schedule despite any conflicting 29. 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.

	BRITISH	Ministry of Transportation		_		CONTRACT	DENTIFI	CATION NUMBER:
	COLUMBIA	and Infrastructure	er		ONSULTING CES CONTRACT			4600
						051		6 4699
Thi	s Agre	eement, "	ADE II	N QUA	DRUPLICATE ON THE	DAY OF	rul	2012
BETWEEN:		Y THE QUEEN IN RIGHT IN THE MINISTER OF TRANSPO				COLUMBIA		
Address		rd Street, PO Box 9850 St	n Pro	v Go	HTTETOTIa-British Colu	ımbia		/8W 9T5
AND:	(hereinafter called the Richard James W		<u> </u>	RPOF			r.	JSTAL CODE
Address	234 Eighth Avenu	ie	T.		IAR 2 3 2012			
	New Westministe	r, British Columbia	NSC	20 $^{-1}$	MINISTRY OF		•	V3L 1Y2
	(hereinafter called the	"Contractor")		MIA	MINISTRY OF		P	OSTAL CODE
Short Descripti	on: Cost Estimator	- Transportation Projects				Required		
COMMENCEN	nent and in the attached IENT DATE (yyyy/mm/dd) D12/04/01	schedules set out below. COMPLETION DATE (yyyy/mm/d 2014/03/31	id)	ΑΤΤΑ	ACHED SCHEDULES MARKEE	D °⊠" FORM P	ART OF	THIS CONTRACT
RMS AND	CONDITIONS:			\boxtimes	Terms and Conditions			
	IENT			\boxtimes	Works/Services Sched	ule - H0461a	a	
1. The I	Province retains the Co	ntractor to provide the services Works/Services Schedule atta		\boxtimes	Payment Schedule - H	0461b		
hereto	•	VVUINS/SELVICES SCHEDDIB Alla	actieu	\Box	Travel Expenses (Grou			
TERM				\boxtimes	Travel Expenses (Grou			•
2. The delive	Contractor will, notwith rv of the Agreement.	standing the date of execution start providing the Services on	and in the		Special Conditions (En			
comm	encement date and s	shall complete all Services to by the completion date, both c	the		Special Conditions (Info	•	•	
herein	before stated. The period	od of time between the aforementi-	ioned		Special Conditions (Su	• -•	0461d	-2)
		erred to as the "Term". Time shat he essence of this contract.		\boxtimes	Insurance Specification			10,400
PAYMENT		•			Insurance Specification Certificate of Insurance		1ai – II	132
		contractor, in full payment for prov		\boxtimes	Privacy Protection Sch			
conne	ction therewith, the amou	ints, in the manner and at the time attached hereto and the Contracto	s set			cuito		
		nt and full reimbursement as afores						
WITNESS WHE	REOF THE PARTIES HERE	TO HAVE EXECUTED THIS AGREEN	AENT TH	HE DAY	AND YEAR FIRST ABOVE WRITT	EN AFFIX	CORPOR	ATE SEAL BELOW
	~				ractor certifies that he/she has read and ns appearing on the reverse of this form.			
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Phase 1 Page 229 Side 1

RECORDS

4. The Contractor will:

- a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
- b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred;
- and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- 8. The Contractor will upon the request, from time to time, of the Minister:
 - a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to Inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.

10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- The Contractor will not without the prior written consent of the Minister:

 assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 assign, either directly or indirectly, the second secon
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

EMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monles available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

20. Every reference to the Minister In this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or malled by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
- 22. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 25. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 26. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 27. This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax. The GST registration number for the Province is R107864738.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

051 | CS | 4699

The Contractor shall:

British

OLUMBIA

1. Background

The Ministry of Transportation and Infrastructure ("the Ministry) is responsible for planning, procuring, and managing a multi-modal transportation network serving the diverse needs of the Province of British Columbia. The network includes but is not limited to highways, rapid transit, rail and ferry systems.

The Ministry works closely with a number of public agencies and private sector entities through a wide variety of project planning, project development, and project funding agreements and delivery models. The Ministry draws on both internal and external resources to plan and carry out its mandate.

2. Scope of Consultant Services

The Consultant will provide a wide range of cost estimating services in support of project management activities necessary to the planning, procurement, and implementation phases of highway, rapid transit, rail, and ferry systems capital projects.

The Consultant has appointed one individual, Richard Wilson, to act as Lead Estimator and one individual (to be decided), to act as Estimator. The Lead Estimator will report to the Ministry Manager and will represent the Consultant in all matters pertaining to the Contract and the Services. All resources provided by or through the Consultant will report to, be co-ordinated by, or work under the direction of the Lead Estimator unless otherwise expressly agreed in writing by the Ministry Manager.

The Consultant will provide all Services on an "if, as and when requested by the Province" basis. No retainer is expected to require full time availability. The Consultant shall not be entitled to a minimum guarantee of work in association with the Contract.

Services may include;

- 1. preparing or reviewing capital cost estimates at various stages of a project,
- 2. preparing or reviewing cost estimates in association with value analysis and value engineering activities and participating in value analysis and value engineering activities,
- 3. preparing independent cost estimates and/or cost audits for an entire capital program or project or for key elements of a capital program or project,
- 4. preparing detailed and/or high level cost estimates, forecasts, and related analysis in support of executive level strategic decision making,
- 5. providing advice or assistance to further develop Ministry cost estimating policies and practices associated with transportation planning, acquisition, and management.

Service assignments may be initiated by a work assignment letter, or the Ministry Manager may call on the Consultant by phone or email to provide "ad hoc" assistance or advice on short notice.

Note: The Ministry reserves the right to expand or reduce the scope of the Consultant's Services at any time during the term of the Contract.

The Consultant may, from time to time, be called on by the Ministry to identify and retain such additional specialized resources as may be necessary to affect the proper and timely performance of the Services. All services are to be provided on an "as and when required" basis. The Consultant shall not be entitled to a minimum guarantee of work as a result of this Contract.

CONTRACT NUMBER 051 CS 4699

3. Ministry Obligations during the Contract Term

During the term of the Contract, responsibilities of the Ministry will include:

- 1. Appoint a Ministry Manager to act as the Consultant's primary point of contact with the Ministry on all matters related to the performance of the Services.
- 2. Provide the Consultant with clear written or verbal instructions regarding the scope, schedule, and reporting relationships involved in each assignment.
- 3. Provide the Consultant with timely access to Ministry source documents, files, and computer systems as required to perform any Services.
- 4. Provide timely review, feedback, and approval, where appropriate, of all workplans, reports, and other deliverables delivered by the Consultant in the performance of the Services.
- 5. Meet periodically with the Consultant to discuss progress of the Services.
- 6. Provide periodic verbal and written performance evaluation and feedback to the Consultant.
- 7. Be available to constructively resolve any performance issues as they may arise.
- 8. Provide timely review of invoices and approval for payment, where appropriate.

The Ministry reserves the right to expand or reduce the scope of its obligations during the term of the Contract.

The Ministry Manager, as of the commencement of this Contract, is Claire Ingram, phone: 1-250-387-2673, e-mail: <u>Claire Ingram@gov.bc.ca</u>.

All Services will be performed on an "if, as and when requested by the Province" basis. No Consultant is guaranteed to be called on either to perform any Services or to prepare any work plans and cost estimates regarding any potential Services as a result of entering into a Contract with the Province. No Consultant is expected to guarantee that they will be available to either provide any Services or to prepare a work plan and cost estimate for a potential assignment that might subsequently be offered to them by the Province.

As the Province has retained more than one Consultant to provide the Services, the Province will have the sole discretion in determining:

(a) whether a particular Consultant or Consultants are invited to undertake any specific assignment or assignments; or

(b) whether one or more Consultants will be invited to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment.

Such determination may be based on the Province's understanding of which Consultant or Consultants have the most appropriate combination of knowledge, skills and abilities to undertake the assignment in a manner consistent with the Province's priorities and understanding of the assignment.

If the Province elects to invite one or one or more Consultants to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment, the criteria for subsequently selecting the Consultant or Consultants to undertake that assignment shall be as disclosed by the Province in the invitation to prepare the work plan and cost estimate. The invitation will clearly state the nature and scope of the work plan and cost estimate as well as the date by which it must be submitted to be considered valid.

4. Option to Renew

All Services are expected to be performed within an initial Contract Term of two (2) years. At the discretion of the Ministry and subject to available appropriation, the initial Contract Term may be extended for an additional period of not greater than two (2) years.



METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

PAYMENT SCHEDULE

CONTRACT IDENTIFICATION NUMBER

051 | CS | 4699

POSITION	HOURLY RATE
Lead Estimator – Richard Wilson	155.00
Supporting Resource – to be decided	85.00

Cost Estimator assignments will be reimbursed on either a Fixed Fee or Time and Expenses basis as approved by the Ministry Manager.

Time will be reimbursed in accordance with the above Rates. All Rates will be firm for the first two years of the Contract Term. Rates are to be inclusive of all costs associated with performing the Services including all overhead and normal out-of-pocket costs other than travel.

Approved Travel Expenses will be reimbursed in accordance with the attached Schedule of Reimbursable Travel Expenses (Group 2 rates).

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed and accepted as satisfactory by the Ministry.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 300,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

- 1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed.
- 2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
- 3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
- 4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
- 5. The Contractor shall not commit the Province to any financial liability.
- 6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

BRITISH OLUMBIA

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- > AVIS C1460000
- ▶ BUDGET RENT A CAR & TRUCK A162000
- ➢ ENTERPRISE RENT A CAR − 4CA1000
- ▶ NATIONAL CAR RENTAL 3614638

When signing the rental agreement, <u>waive</u> Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will <u>not</u> be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

CONTRACT IDENTIFICATION NUMBER

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Harmonized Sales Tax (HST) with original receipts attached.

- (d) Private Vehicle: No receipts are required.
 Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless preapproved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30,00/day.

Accommodation outside the Province will be at the rates preapproved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month or board and lodging in lieu of the accommodation and meal rates specified above.

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$135	\$135	\$140	\$140	\$165	\$160	\$170	\$170	\$155	\$150	\$130	\$130
Burnaby	\$125	\$125	\$125	. \$125	\$120	\$120	\$120	\$120	\$135	\$125	\$110	\$110
Coquitlam/Port Coquitlam	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
Delta	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
Langley	• \$95	\$95	\$95	\$95	\$105	\$105	\$105	\$105	\$105	\$95	\$100	\$95
New Westminster	\$120	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$120	\$120	\$120
North Vancouver	\$120	\$120	\$120	\$120	\$140	\$140	\$165	\$165	\$155	\$125	\$110	\$110
Richmond	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$110	\$100	\$100	\$105
Surrey	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
White Rock	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	\$100	\$140	\$140	\$140	\$140	\$140	\$100	\$100	\$100
Greater Victoria*	\$100	\$110	\$110	\$110	\$110	\$105	\$140	\$140	\$140	\$110	\$110	\$110
Castlegar	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Cranbrook	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Dawson Creek	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Fort St John	\$120	\$120	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Golden	\$90	\$90	\$90	\$90	\$100	\$100	\$110	\$110	\$100	\$90	\$90	\$90
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$100	\$95	\$95
Kelowna	\$95	\$95	\$95	\$95	\$110	\$120	\$150	\$150	\$120	\$100	\$100	\$95
Nanaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$110	\$100	\$100	\$100
Nelson	\$90	\$90	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$90	\$90	\$90
Penticton	\$90	\$90	\$90	\$90	\$85	\$100	\$140	\$130	\$100	\$90	\$90	\$90
Prince George	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Prince Rupert	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Smithers	\$85	\$85	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	· \$95	\$95
Terrace	\$90	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90
Vernon	\$85	\$85	\$85	\$85	\$95	\$100	\$115	\$115	\$100	\$85	\$85	\$85
Whistler	\$180	\$180	\$180	\$140	\$105	\$105	\$110	\$110	\$110	\$105	\$105	\$160
Williams Lake	\$100	\$100	\$100	\$100	\$95	\$110	\$110	\$110	\$110	\$100	\$100	\$100
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay

SAMPLE



Letter of Authorization for Contractors

		"Date"	
•			
o: All Authorized Province of British Columbia Travel Industry Suppliers		<u>.</u>	
Traver mousery suppliers			
e:			
	tification Number & Brief Descrip	ption of Services"	
		· · · · · · · · · · · · · · · · · · ·	
ease be advised that:		· · · · · · · · · · · · · · · · · · ·	<u></u>
	"Name of Cont		
a contractor to the Ministry of Transportation and In e term of his/her contract as follows:	frastructure and, as such, is p	permitted to use provincial government rat	es duri
	to		
"Commencement Date"		"Completion Date"	
rvices supplied to the Province of British Columbia a vernment, at the rate(s) supplied.	and the cost of the service or	goods will be reimbursed to the contracto	r by the
he contractor named above, agrees that the services of ervices supplied to the Province of British Columbia a overnment, at the rate(s) supplied. ersonal or other use of this letter, or services/goods pr preement, is forbidden in accordance with the terms a	and the cost of the service or rovided through the use of th	goods will be reimbursed to the contracto is letter, for other than that stated in the co	r by the
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"Position Title"



SAMPLE

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES FOR CONTRACTORS TO FILL IN ONLINE - H1170

(http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070)

NAME OF INDIVIDUAL CLAIMING EXPENSES:	CONTRACT IDENTIFICATION NUMBER
REASON / PURPOSE FOR TRAVEL:	
•	

Transportation (Original receipts are required unless private vehicle used, then relmburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding H	IST
			-		
	ł				
	•				
For private vehicle only		тот	AL – Evoluding H	et e	

For private vehicle only.

I UTAL – Excluding HSI | \$

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)	Cost
	· · ·	
	TOTAL	\$

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost – Excluding HST
	•	
	TOTAL – Excluding HST	\$

Period Covered (From - To):

TOTAL EXPENSES - Excluding HST

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Ministry of Transportation and Infrastructure

INSURANCE SPECIFICATIONS INS-80

LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor,

THIRD PARTY LIABILITY INSURANCE

3.

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

DEDUCTIBLES

A property damage deductible will be allowed up to \$5,000.00 for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

> Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the work has been completed, irrespective of the expiry date of the policy.

4. AUTOMOBILE LIABILITY INSURANCE

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include fourfourths collision liability insurance.

6. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

8.



CERTIFICATE OF INSURANCE

ontracts/Leases/Agreements/Per	mits Number, Location and Description:			Brok	ters' Reference No.
Contract Number 051 CS 4699: C	Cost Estimator - Transportation Projects RFI	042CS CETran A	s and When Req	uired	
				Awa	rd or Effective Date
					2012-03-19
					(yyyy/mm/dd)
INSURED Name					
Business Address	· · · · ·				•
BROKER Name	· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·
Business Address	•				
Type of Insurance	Company and Policy Number		yyyy/mm/dd	Limite of L	ability / Amounts
type of moundance		Effective	Expiry	,	nd Property Damage
Commercial General Liability				souny mjary a	
(including Non-Owned				<u>ع</u>	Inclusive
Automobile Liability)				\$	Aggregate
				\$	Deductible
				\$	SIR
Additional Insureds:			I		
				Bodily Injury a	nd Property Damage
Automobile Liability				\$	Inclusive
	•			. •	·
				\$	Limits
Jmbrella/Excess Liebility				excess of \$	General Liability
				excess of \$	Automobile
				\$	Site
Builders Risk				¢	Other
Installation Floater				Ψ	Location
Other:				\$	Transit
	4			\$	Limit
Equipment Insurance					
				\$	
Professional Liability				ې 	Each Claim
Errors and Omissions				\$	Aggregate
				\$	Deductible
Protection & Indemnity				\$	Limit
Hull & Machinery				\$	Limit
Builders Risk (Vessels)	•			\$	Limit
Ship Repairers' Liability				\$	Limit
Other.				\$	Limit
			i i	¥ ورواند میں	

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify 'hat those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set but in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

H0111 (2009/12)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

Page 1 of 2 TRA-2013-00041 Phase 1 Page 240 Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

SONDITIONS APPLICABLE TO: COMMERCIAL GENERAL LIABILITY

1. Additional Named Insured Clause for Ministry Contracts Her Majesty the Queen in right of the Province of British Columbia as

represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

CONDITIONS APPLICABLE TO:

PROPERTY TYPE OF INSURANCE POLICIES (WHERE IT IS A REQUIREMENT OF THE CONTRACT, AGREEMENT, LEASE OR PERMIT)

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

CONDITIONS APPLICABLE TO:

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O) INSURANCE

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER MINISTRY OF TRANSPORTATION & INFRASTRUCTURE PO BOX 9850 STN PROV GOVT VICTORIA BC V8W 9T5 or

Ministry Representative, as noted in the contract.

CONDITION APPLICABLE TO:

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

Schedule E **PRIVACY PROTECTION SCHEDULE**

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of ransportation and Infrastructure (the "Province") and Richard James Wilson (the "Contractor") respecting Contract Number 051CS4699 (the "Agreement").

Definitions

1.

- In this Schedule,

 - "access" means disclosure by the provision of access, "Act" means the Freedom of Information and Protection of Privacy Act (British (a) (b) Columbia), as amended from time to time; "contact information" means information to enable an individual at a place of business
 - (c) 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; "personal information" means recorded information about an identifiable individual,
 - (ď) other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province 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 Province to comply with its statutory obligations under the Act with respect to personal information; and
 - 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. (b)

Collection of personal information

- Unless the Agreement otherwise specifies or the Province otherwise directs In writing, the З. 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.
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the 4. Contractor must collect personal information directly from the Individual the Information is about
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information: 5.
 - the purpose for collecting it; (a)
 - the legal authority for collecting II; and the title, business address and business telephone number of the person designated by (b) (c) the Province to answer questions about the Contractor's collection of personal information.

curacy of personal Information

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 Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

If the Contractor receives a request for access to personal Information from a person other 7. than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

- Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in 8. accordance with the direction.
- When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- Within 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 Province, the Contractor disclosed the information being corrected or annotated. 10.
- If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact 11. Information of an official of the Province 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

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

Storage and access to personal information

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

.tetention of personal information

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

Use of personal Information

15. Unless the Province 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

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

Notice of foreign demands for disclosure

- 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) (b)
 - receives a foreign demand for disclosure; 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
 - has reason to suspect that an unauthorized disclosure of personal information has (c)

occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Province 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 on the section 30.2 (3) of the Act. as in section 30.2 of the Act.

Notice of unauthorized disclosure

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 19. disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Province. 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

In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province 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 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 percentions. 20. Inspection.

Compliance with the Act and directions

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

Notice of non-compliance

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 Province 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

In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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

- In this Schedule, references to sections by number are to sections of this Schedule unless 25. otherwise specified in this Schedule.
- Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained 28. by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- The obligations of the Contractor in this Schedule will survive the termination of the 27. Agreement
- if a provision of the Agreement (including any direction given by the Province under this 28. 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.
- The Contractor must comply with the provisions of this Schedule despite any conflicting 29. 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.

Ministry of Transportation
and Infrastructure

051 CS 4698

This Agreement, MADE IN QUADRUPLICATE ON THE ASY OF March

British

OLUMBIA

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.

Address	4C - 940 Blansha	rd Street, PO Box 9850 Stn Pr	ov Govt, Victoria, British Columbia	V8W 9T5
	(hereinafter called the	'Province")	ONTE CONT	POSTAL CODE
AND:	E. Wolski Consul	ting Inc.	ORPORATE CONTRACTING	
Address	Unit #4 - 4291 Qu	adra Street	MAR 2 1 2012	
	Victoria, British C		ju j	V8X 1L5
	(hereinafter called the '	Contractor")	OPTATION STRY OF 04265 CETTan As and When Required	POSTAL CODE
	ETH THAT the parties here ument and in the attached a		ents contained in paragraphs 1 through 27, inclusive,	on the face and reverse side
COMMENCE	EMENT DATE (yyyy/mm/dd)	COMPLETION DATE (yyyy/mm/dd)		
	2012/04/01	2014/03/31	ATTACHED SCHEDULES MARKED "X FORM	PART OF THIS CONTRACT
TERMS AN	D CONDITIONS:		Terms and Conditions	
· ·	TMENT		Works/Services Schedule - H046	la

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1. The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto.

- TERM
 - 2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.

PAYMENT

3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.

Travel Expenses (Group I) - H0461c Travel Expenses (Group II Mgmt) - H0461c-1)

- Special Conditions (Engineering) H0461d
- Special Conditions (Information Systems) H0461d-1 П
 - Special Conditions (Surveying) H0461d-2)
 - Insurance Specifications INS-80

Payment Schedule - H0461b

- Insurance Specifications Professional INS-132
- \boxtimes Certificate of Insurance - H0111
 - **Privacy Protection Schedule**

WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUT	ED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN	AFFIX CORPORATE SEAL BELOW
WITNESS AS TO THE CONTRACTOR'S SIGNATURE	In signing this Agreement the Contractor certifies that he/she bas read and understands is additional crititions oppearing on the reverse of this form.	
DEMADE WITNESS AS TO THE MINISTRY SIGNATURE	Diane Marson Manager, Corporate Contracting SIGNATURE OF DELEGATED MINISTRY AUTHORITY	

ADDITIONAL TERMS AND CONDITIONS (CONTract Number OSICS4698

RECORDS

- 4. The Contractor will:
 - a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
 - b) where the Payment Schedule provides for relmbursement of any expense, keep books of account of any such expense incurred; and the Minister of Transportation and infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

- 5. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
- 5. The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
- 7. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

- The Contractor will upon the request, from time to time, of the Minister:

 a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

- 9. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of the Ontractor to the Contractor requesting delivery by the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.
- 10. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

11. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

- The Contractor will not without the prior written consent of the Minister:

 assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
- 13. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

14. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service of the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

IDEMNITY AND STANDARD OF CARE

15. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims) that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

15. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normaliy provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

- 16. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

- 17. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
- 18. The written walver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a walver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

- Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monles available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

20. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

- 21. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
- 22. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

- This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 25. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 26. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 27. This is to certify that the property and/or services hereby purchased are for the use of, and are being purchased by, the Ministry with Crown Funds, and are therefore not subject to the Goods and Services Tax. The GST registration number for the Province is R107864738.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER 051 CS 4698

The Contractor shall:

1. Background

The Ministry of Transportation and Infrastructure ("the Ministry) is responsible for planning, procuring, and managing a multi-modal transportation network serving the diverse needs of the Province of British Columbia. The network includes but is not limited to highways, rapid transit, rail and ferry systems.

The Ministry works closely with a number of public agencies and private sector entities through a wide variety of project planning, project development, and project funding agreements and delivery models. The Ministry draws on both internal and external resources to plan and carry out its mandate.

2. Scope of Consultant Services

The Consultant will provide a wide range of cost estimating services in support of project management activities necessary to the planning, procurement, and implementation phases of highway, rapid transit, rail, and ferry systems capital projects.

The Consultant has appointed one individual, Ernest Wolski, to act as Lead Estimator and one individual, Egils Anderson, to act as Estimator. The Lead Estimator will report to the Ministry Manager and will represent the Consultant in all matters pertaining to the Contract and the Services. All resources provided by or through the Consultant will report to, be co-ordinated by, or work under the direction of the Lead Estimator unless otherwise expressly agreed in writing by the Ministry Manager.

The Consultant will provide all Services on an "if, as and when requested by the Province" basis. No retainer is expected to require full time availability. The Consultant shall not be entitled to a minimum guarantee of work in association with the Contract.

Services may include;

- 1. preparing or reviewing capital cost estimates at various stages of a project,
- 2. preparing or reviewing cost estimates in association with value analysis and value engineering activities and participating in value analysis and value engineering activities,
- 3. preparing independent cost estimates and/or cost audits for an entire capital program or project or for key elements of a capital program or project,
- 4. preparing detailed and/or high level cost estimates, forecasts, and related analysis in support of executive level strategic decision making,
- 5. providing advice or assistance to further develop Ministry cost estimating policies and practices associated with transportation planning, acquisition, and management.

Service assignments may be initiated by a work assignment letter, or the Ministry Manager may call on the Consultant by phone or email to provide "ad hoc" assistance or advice on short notice.

Note: The Ministry reserves the right to expand or reduce the scope of the Consultant's Services at any time during the term of the Contract.

The Consultant may, from time to time, be called on by the Ministry to identify and retain such additional specialized resources as may be necessary to affect the proper and timely performance of the Services. All services are to be provided on an "as and when required" basis. The Consultant shall not be entitled to a minimum guarantee of work as a result of this Contract.

CONTRACT NUMBER 051 CS 4698

3. Ministry Obligations during the Contract Term

During the term of the Contract, responsibilities of the Ministry will include:

- 1. Appoint a Ministry Manager to act as the Consultant's primary point of contact with the Ministry on all matters related to the performance of the Services.
- 2. Provide the Consultant with clear written or verbal instructions regarding the scope, schedule, and reporting relationships involved in each assignment.
- 3. Provide the Consultant with timely access to Ministry source documents, files, and computer systems as required to perform any Services.
- 4. Provide timely review, feedback, and approval, where appropriate, of all workplans, reports, and other deliverables delivered by the Consultant in the performance of the Services.
- 5. Meet periodically with the Consultant to discuss progress of the Services.
- 6. Provide periodic verbal and written performance evaluation and feedback to the Consultant.
- 7. Be available to constructively resolve any performance issues as they may arise.
- 8. Provide timely review of invoices and approval for payment, where appropriate.

The Ministry reserves the right to expand or reduce the scope of its obligations during the term of the Contract.

The Ministry Manager, as of the commencement of this Contract, is Claire Ingram, phone: 1-250-387-2673, e-mail: <u>Claire.Ingram@gov.bc.ca</u>.

All Services will be performed on an "if, as and when requested by the Province" basis. No Consultant is guaranteed to be called on either to perform any Services or to prepare any work plans and cost estimates regarding any potential Services as a result of entering into a Contract with the Province. No Consultant is expected to guarantee that they will be available to either provide any Services or to prepare a work plan and cost estimate for a potential assignment that might subsequently be offered to them by the Province.

As the Province has retained more than one Consultant to provide the Services, the Province will have the sole discretion in determining:

(a) whether a particular Consultant or Consultants are invited to undertake any specific assignment or assignments; or

(b) whether one or more Consultants will be invited to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment.

Such determination may be based on the Province's understanding of which Consultant or Consultants have the most appropriate combination of knowledge, skills and abilities to undertake the assignment in a manner consistent with the Province's priorities and understanding of the assignment.

If the Province elects to invite one or one or more Consultants to prepare a work plan and cost estimate to assist the Province in determining which Consultant or Consultants will be selected to undertake a potential assignment, the criteria for subsequently selecting the Consultant or Consultants to undertake that assignment shall be as disclosed by the Province in the invitation to prepare the work plan and cost estimate. The invitation will clearly state the nature and scope of the work plan and cost estimate as well as the date by which it must be submitted to be considered valid.

4. Option to Renew

All Services are expected to be performed within an initial Contract Term of two (2) years. At the discretion of the Ministry and subject to available appropriation, the initial Contract Term may be extended for an additional period of not greater than two (2) years.



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER					
051	CS	4698			

POSITION	HOURLY RATE
Lead Estimator – Ernest Wolski	140.00
Supporting Resource – Egils Anderson	105.00

Cost Estimator assignments will be reimbursed on either a Fixed Fee or Time and Expenses basis as approved by the Ministry Manager.

Time will be reimbursed in accordance with the above Rates. All Rates will be firm for the first two years of the Contract Term. Rates are to be inclusive of all costs associated with performing the Services including all overhead and normal out-of-pocket costs other than travel.

Approved Travel Expenses will be reimbursed in accordance with the attached Schedule of Reimbursable Travel Expenses (Group 2 rates).

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed and accepted as satisfactory by the Ministry.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 300,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

- The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed.
- 2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
- 3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
- 4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
- 5. The Contractor shall not commit the Province to any financial liability.
- 6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

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To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- > AVIS ~ C1460000
- ▶ BUDGET RENT A CAR & TRUCK A162000
- > ENTERPRISE RENT A CAR 4CA1000
- > NATIONAL CAR RENTAL 3614638

When signing the rental agreement, <u>waive</u> Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will <u>not</u> be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

CONTRACT IDENTIFICATION NUMBER

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Harmonized Sales Tax (HST) with original receipts attached.

- (d) Private Vehicle: No receipts are required.
 Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless preapproved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30.00/day.

Accommodation outside the Province will be at the rates preapproved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month or board and lodging in lieu of the accommodation and meal rates specified above.

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$135	\$135	\$140	\$140	\$165	\$160	\$170	\$170	\$155	\$150	\$130	\$130
Burnaby	\$125	\$125	\$125	\$125	\$120	\$120	\$120	\$120	\$135	\$125	\$110	\$110
Coquitlam/Port Coquitlam	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
Delta	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
Langley	\$95	\$95	\$95	\$95	\$105	\$105	· \$105	\$105	\$105 -	\$95	\$100	\$95
New Westminster	\$120	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$120	\$120	\$120
North Vancouver	\$120	\$120	\$120	\$120	\$140	\$140	\$165	\$165	\$155	\$125	\$110	\$110
Richmond	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$110	\$100	\$100	\$105
Surrey	\$95	\$95	\$95	\$95	\$105	\$110	\$110	\$110	\$105	\$95	\$95	\$95
White Rock	\$90	\$90	\$90	\$901	\$100	\$100	\$110	\$110	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	[*] \$100	\$140	\$140	\$140	\$140	\$140	\$100	\$100	\$100
Greater Victoria*	\$100	\$110	\$110	\$110	\$110	\$105	\$140	\$140	\$140	\$110	\$110	\$110
Castlegar	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Cranbrook	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Dawson Creek	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Fort St John	\$120	\$120	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Golden	\$90	\$90	\$90	\$90	\$100	\$100	\$1.10	\$110	\$100	\$90	\$90	\$90
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$100	\$95	\$95
Kelowna	\$95	\$95	\$95	\$95	\$110	\$120	\$150	\$150	\$120	\$100	\$100	\$95
Nanaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$110	\$100	\$100	\$100
Nelson	\$90	\$90	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$90	\$90	\$90
Penticton	\$90	\$90	\$90	\$90	\$85	\$100	\$140	\$130	\$100	\$90	\$90	\$90
Prince George	\$100	\$100	\$100	\$100	\$100	\$100	. \$100	\$100	\$100	\$100	\$100	\$100
Prince Rupert	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Smithers	\$85	\$85	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
Теггасе	\$90	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90
Vernon	\$85	\$85	\$85	\$85	\$95	\$100	\$115	\$115	\$100	\$85	\$85	\$85
Whistler	\$180	\$180	\$180	\$140	\$105	\$105	\$110	\$110	\$110	\$105	\$105	\$160
Williams Lake	\$100	\$100	\$100	\$100	\$95	\$110	\$110	\$110	\$110	\$100	\$100	\$100
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Óak Bay

Page 2 of 4

		SAMPLE
ortation	١	
	Letter of Auth	orization f

BRI	TISH	Ministry of Transportation	
	JMBIA	and Infrastructure	Letter of Authorization for Contractors
		•	"Date"
To: All Authorized	Province	of British Columbia	
Travel Industry		Ji British Columbia	
Re:			
		"Contract Identification Nu	mber & Brief Description of Services"
		• •	
Please be advised the	at:		
		·····	"Name of Contractor"
			e and, as such, is permitted to use provincial government rates during
the term of his/her co	ontract as fo	ollows:	· •
<u></u>	·		to
	"Commence	ment Date"	"Completion Date"
government, at the ra Personal or other use	tte(s) suppl	ied.	st of the service or goods will be reimbursed to the contractor by the rough the use of this letter, for other than that stated in the contractor's ons of the agreement.
		,	
Should you require v	erification	of this information, or if you have	e any questions, please contact the undersigned
at			
	"Phone N	lumber"	
Thank you for your c	o-operation	1.	
Yours truly,			
• •			
			•
"Na	me of Minist	ry Contact"	
• • • • • • • • • • • • • • • • • • •	"Position	Title"	
		۰	
•			



SAMPLE

SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES FOR CONTRACTORS TO FILL IN ONLINE – H1170

(http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070)

NAME OF INDIVIDUAL CLAIMING EXPENSES:	CONTRACT IDENTIFICATION NUMBER				
· · · · ·					
REASON / PURPOSE FOR TRAVEL:	· · · · · · · · · · · · · · · · · · ·				
•					
· · · · · · · · · · · · · · · · · · ·					

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding HST
				5
	· •			
* For private vehicle only				ет ¢

* For private vehicle only.

TOTAL – Excluding HST | \$

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)	Cost
-		
,		
		-
	TOTAL	\$

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost – Excluding HST
	·	
		r.
		,
	TOTAL – Excluding	<u>ыет ¢</u>

Period Covered (From – To): TOTAL EXPENSES - Excluding HST

\$

H0461c-1 (2012/03)



Ministry of Transportation and Infrastructure

INSURANCE SPECIFICATIONS

ontract Number 051C54698

LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- a) For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the Ministry Office specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

THIRD PARTY LIABILITY INSURANCE

3.

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

Page 1 of 2

DEDUCTIBLES

A property damage deductible will be allowed up to \$5,000.00 for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

> Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows: . .

> > Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the work has been completed, irrespective of the expiry date of the policy.

AUTOMOBILE LIABILITY INSURANCE 4.

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

PROTECTION AND INDEMNITY INSURANCE **5**. '

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include fourfourths collision liability insurance.

6. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

8. **USE AND OCCUPANCY**

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

Page 2 of 2



CERTIFICATE OF INSURANCE

-		is Number, Location and Description;	40-00 (DPD	+		DIOKEIS KEIGIEI	ICH INU.
Contract Number 05	01 CS 4698; Cos	t Estimator - Transportation Projects RFP 0	42CS CETran A	s and When Re	quired	Award or Effectiv 2012-03-1 (yyyy/mm/d	4
INSURED	Name					4	
Busine	ess Address						•
BROKER	Name				,		
Busine	ss Address						
Type of Insura	ince	Company and Policy Number	Policy Dates Effective	yyyy/mm/dd Expiry	i	Limits of Liability / Am	ounts
					Bo	dily Injury and Property	Damagə
Commercial General (including Non-Owne						\$	Inclusive
Automobile Liability)						\$	_ Aggregate
						\$	Deductible
						\$	_SIR
Additional Insureds:				L			
					Bo	dily Injury and Property I	Damage
Automobile Liability						\$	Inclusive
						\$	 Limits
Umbrella/Excess Lial	5865				excess (۰. ۲¢	General
OUDIGIO EXCOSS EDI	Dury						_Liability
• 					excess o	5 	Automobile
Builders Risk						\$	Site
Installation Floate	ər					\$	Other Location
Other:	-					\$	- Transit
						\$	- Límit
Equipment Insurance						•	
						\$	Each Claim
Professional Liability Errors and Omissions	5					\$	Aggregate
						\$	Deductible
Protection & Inde	emnity	s			,	\$	Limit
Hull & Machinery						\$	- Limit
Builders Risk (Ve			· ·			\$	- Limit
Ship Repairers' L	lability				•	\$	Limit
Other: ~		······				\$	Limit
						- -	-
	1		1 1				1

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate

Print or Type Name

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

Date (yyyy/mm/dd)

H0111 (2009/12)

Page I of 2 TRA-2013-00041 Phase 1 Page 254 Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

CONDITIONS APPLICABLE TO: COMMERCIAL GENERAL LIABILITY

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

CONDITIONS APPLICABLE TO:

PROPERTY TYPE OF INSURANCE POLICIES (WHERE IT IS A REQUIREMENT OF THE CONTRACT, AGREEMENT, LEASE OR PERMIT)

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

CONDITIONS APPLICABLE TO:

ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O) INSURANCE

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER MINISTRY OF TRANSPORTATION & INFRASTRUCTURE PO BOX 9850 STN PROV GOVT VICTORIA BC V8W 9T5 or

Ministry Representative, as noted in the contract.

CONDITION APPLICABLE TO:

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Transportation and Infrastructure (the "Province") and E. Wolski Consulting Inc. (the "Contractor") respecting Contract Number 051CS4698 (the "Agreement").

Definitions

- In this Schedule, 1.
 - (a)
 - "access" means disclosure by the provision of access; "Act" means the Freedom of Information and Protection of Privacy Act (British (b) Columbia), as amended from time to time;
 - 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; (c)
 - "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the (d) Agreement or any previous agreement between the Province and the Contractor dealing with the same subject malter 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

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

Collection of personal information

- Unless the Agreement otherwise specifies or the Province 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
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the 4. Contractor must collect personal information directly from the individual the information is about.
- Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal Information: 5.
 - the purpose for collecting it; (a)
 - the legal authority for collecting it; and the title, business address and business telephone number of the person designeted by (b) {c} the Province to answer questions about the Contractor's collection of personal

Information Accuracy of personal information

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

Requests for access to personal information

If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, 7. If the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

- Within 5 business days of receiving a written direction from the Province to correct or annotate 8. any personal information, the Contractor must annotate or correct the Information In accordance with the direction.
- When issuing a written direction under section 8, the Province must advise the Contractor of 9 the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- Within 5 business days of correcting or annotating any personal information under section 8, 10. 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 Province, the Contractor disclosed the Information being corrected or annotated.
- If the Contractor receives a request for correction of personal information from a person other . 11. than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

Unless the Province 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

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

Notice of foreign demands for disclosure

- 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:
 - receives a foreign demand for disclosure;
 - 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 ίb 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 Province 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 the contract of the act. as in section 30.2 of the Act.

Notice of unauthorized disclosure

 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 Internation of personal information in its custody or under its control, the Contractor must immediately notify the Province. 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

In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province 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 contractor, and the Contractor previous personal information and the section of the section 20, Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

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

Notice of non-compliance

21.

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 Province 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

In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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 24. to comply with this Schedule in a material respect.

Interpretation

- In this Schedule, references to sections by number are to sections of this Schedule unless 25. 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.
- If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner 28 under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- The Contractor must comply with the provisions of this Schedule despite any conflicting 29. 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.