

Pages 1 through 182 redacted for the following reasons:

S21

S21, S22

S22



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

CONSULTING
SERVICES CONTRACT

CONTRACT IDENTIFICATION NUMBER:

051 | C S | 4696

This Agreement,

MADE IN QUADRUPLICATE ON THE 11th DAY OF June 2012

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**
(hereinafter called the "Province")

V8W 9T5

POSTAL CODE

AND: **BTY Consultancy Group Inc**

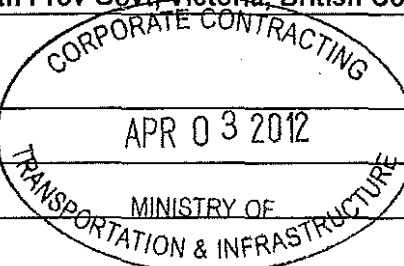
Address **2288 Manitoba Street**

Vancouver, British Columbia

(hereinafter called the "Contractor")

APR 03 2012

MINISTRY OF



V5Y 4B5

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 DATE (yyyy/mm/dd)

2012/04/01

COMPLETION DATE (yyyy/mm/dd)

2014/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:

APPOINTMENT

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.

- ☒ 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 WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

SIGNATURE OF CONTRACTOR

WITNESS AS TO THE MINISTRY SIGNATURE

Diane Marson

Manager, Corporate Contracting

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

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.
6. 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 this Agreement, give written notice 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

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.

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

19. 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.



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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, 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.

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: Claire.Ingram@gov.bc.ca.

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:

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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.



SCHEDULE C 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.

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.

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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.

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, 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.

- (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 pre-approved 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 pre-approved 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



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 _____

"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.

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"

**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
			TOTAL – Excluding HST	\$

* For private vehicle only.

* For private vehicle only.

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

[illegible]

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

[illegible]

Period Covered (From – To):

TOTAL EXPENSES - Excluding HST \$



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:

- 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.
- 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.

3. THIRD PARTY LIABILITY INSURANCE

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 four-fourths 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.



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:

Contract Number 051 CS 4696: Cost Estimator - Infrastructure Projects RFP 042CS CEInfra As and When Required

Brokers' Reference No.

Award or Effective Date

2012-03-14

(yyyy/mm/dd)

INSURED

Name

Business Address

BROKER

Name

Business Address

Type of Insurance	Company and Policy Number	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive
Umbrella/Excess Liability				\$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ 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)

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 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 BTY Consultancy Group Inc (the "Contractor") respecting Contract Number 051CS4696 (the "Agreement").

Definitions

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the 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.
4. 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 about.
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;
 - (b) the legal authority for collecting it; and
 - (c) 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 information.

Accuracy 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 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

8. 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 accordance with the direction.
9. 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.
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.
11. 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 must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the 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

16. 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.
17. 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

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

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

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

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

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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

24. 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

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



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.

Address

(hereinafter called the "Province")

POSTAL CODE

AND:

Address

(hereinafter called the "Contractor")

POSTAL CODE

Short Description:

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**

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.

- ☒ 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 WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

SIGNATURE OF CONTRACTOR

WITNESS AS TO THE MINISTRY SIGNATURE

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

TRA-2013-00041

Phase 1 Page 197

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.
6. 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 this Agreement, give written notice 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

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.

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

19. 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.



This Agreement, MADE IN QUADRUPLICATE ON THE 17th 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 **4C - 940 Blanshard Street, PO Box 9850 Stn Prov Govt, Victoria, British Columbia**
(hereinafter called the "Province")

V8W 9T5

POSTAL CODE

AND: **Hanscomb Limited**

Address **Suite 140 - 475 West Georgia Street**

Vancouver, British Columbia

(hereinafter called the "Contractor")

V6B 4M9

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 DATE (yyyy/mm/dd)

2012/04/01

COMPLETION DATE (yyyy/mm/dd)

2014/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

- ☒ 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
- ☐
- ☐

TERMS AND CONDITIONS:**APPOINTMENT**

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.

WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

In signing this Agreement the Contractor certifies that he/she has read and understands the additional conditions appearing on the reverse of this form.

SIGNATURE OF CONTRACTOR

Diane Marson

Manager, Corporate Contracting

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE

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.
6. 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 this Agreement, give written notice 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

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.

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

19. 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.



CONTRACT IDENTIFICATION NUMBER

051 | CS | 4694

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, Payment 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 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.

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: Claire.Ingram@gov.bc.ca.

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****METHOD OF PAYMENT**

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

051 | CS | 4694

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.

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.

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.

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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.

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, 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.

(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 pre-approved 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 pre-approved 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



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

SAMPLE

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 _____
"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.

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"



SAMPLE

(<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
			TOTAL – Excluding HST	\$

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

[illegible]

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 \$



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:

- 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.
- 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.

3. THIRD PARTY LIABILITY INSURANCE

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 four-fourths 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.



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:

Contract Number 051 CS 4694: Cost Estimator - Infrastructure Projects RFP 042CS CEInfra As and When Required

Brokers' Reference No.

Award or Effective Date

2012-03-14

(yyyy/mm/dd)

INSURED

Name _____

Business Address _____

BROKER

Name _____

Business Address _____

Type of Insurance	Company and Policy Number	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive
Umbrella/Excess Liability				\$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ 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)

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 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.

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).

**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.

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 Hanscomb Limited (the "Contractor") respecting Contract Number 051CS4694 (the "Agreement").

Definitions

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the 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.
4. 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 about.
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;
 - (b) the legal authority for collecting it; and
 - (c) 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 information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the 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 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

8. 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 accordance with the direction.
9. 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.
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.
11. 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 must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the 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

16. 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.
17. 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

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

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

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

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

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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

24. 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

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



his Agreement,

 MADE IN QUADRUPLICATE ON THE 7th DAY OF May 2012BETWEEN: 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
(hereinafter called the "Province")

V8W 9T5

POSTAL CODE

AND: Hanscomb LimitedAddress Suite 140 - 475 West Georgia Street
Vancouver, British Columbia
(hereinafter called the "Contractor")

V6B 4M9

POSTAL CODE

Short Description: Cost Estimator - Transportation Projects RFP 042CS CE Tran 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 DATE (yyyy/mm/dd)

2012/04/01

COMPLETION DATE (yyyy/mm/dd)

2014/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:

APPOINTMENT

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.

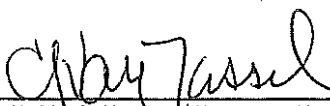
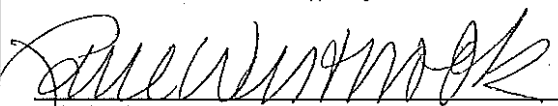
PAYMENT

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.

- ☒ 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 WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW


WITNESS AS TO THE CONTRACTOR'S SIGNATURE
SIGNATURE OF CONTRACTOR
WITNESS AS TO THE MINISTRY SIGNATURE
Diane Marson
Manager, Corporate Contracting
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

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.
6. 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 this Agreement, give written notice 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

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.

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

19. 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.



CONTRACT IDENTIFICATION NUMBER

051 | CS | 4697

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, 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, Payment 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 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.

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: Claire.Ingram@gov.bc.ca.

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****METHOD 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.

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.

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.

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.

CONTRACT IDENTIFICATION NUMBER

051 | CS | 4697

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.

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, 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.

(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 pre-approved 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 pre-approved 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



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

"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.

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"





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.
- 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.

3. THIRD PARTY LIABILITY INSURANCE

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 four-fourths 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.



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:

Contract Number 051 CS 4697: Cost Estimator - Transportation Projects RFP 042CS CETran As and When Required

Brokers' Reference No.

Award or Effective Date

2012-03-14

(yyyy/mm/dd)

INSURED

Name

Business Address

BROKER

Name

Business Address

Type of Insurance	Company and Policy Number	Policy Dates yyyy/mm/dd		Limits of Liability / Amounts
		Effective	Expiry	
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage
				\$ _____ Inclusive
				\$ _____ Aggregate
				\$ _____ Deductible
				\$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage
				\$ _____ Inclusive
Umbrella/Excess Liability				\$ _____ Limits
				excess of \$ _____ General Liability
				excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk				\$ _____ Site
<input type="checkbox"/> Installation Floater				\$ _____ Other Location
<input type="checkbox"/> Other:				\$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim
				\$ _____ Aggregate
				\$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity				\$ _____ Limit
<input type="checkbox"/> Hull & Machinery				\$ _____ Limit
<input type="checkbox"/> Builders Risk (Vessels)				\$ _____ Limit
<input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit
Other:				\$ _____ Limit

I, the undersigned, certify that 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

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), respective of the expiry date of the policy.

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).

**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.

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 Hanscomb Limited (the "Contractor") respecting Contract Number 051CS4697 (the "Agreement").

Definitions

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the 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.
4. 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 about.
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;
 - (b) the legal authority for collecting it; and
 - (c) 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 information.

Accuracy 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 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

8. 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 accordance with the direction.
9. 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.
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.
11. 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 must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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.

Retention of personal information

14. 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

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

16. 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.
17. 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

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

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

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

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

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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

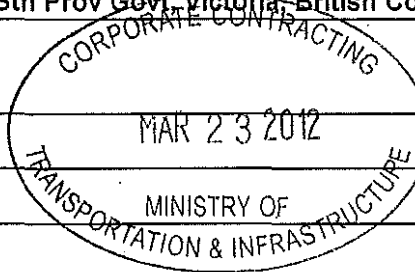
24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of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

Interpretation

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



This Agreement,

MADE IN QUADRUPLICATE ON THE 18th DAY OF April 2012BETWEEN: 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
(hereinafter called the "Province")V8W 9T5
POSTAL CODEAND: Richard James WilsonAddress 234 Eighth Avenue
New Westminister, British Columbia
(hereinafter called the "Contractor")V3L 1Y2
POSTAL CODEShort Description: **Cost Estimator - Transportation Projects RFP 042CS CETran 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 DATE (yyyy/mm/dd)

2012/04/01

COMPLETION DATE (yyyy/mm/dd)

2014/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:**APPOINTMENT**

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.

- ☒ 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 WHEREOF THE PARTIES HERETO HAVE EXECUTED 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 has read and understands the additional conditions appearing on the reverse of this form.

R. Wilson
SIGNATURE OF CONTRACTOR

WITNESS AS TO THE MINISTRY SIGNATURE

V. J. W. W.Diane Marson
Manager, Corporate Contracting
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

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.
6. 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 this Agreement, give written notice 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

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.

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

19. 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.



CONTRACT IDENTIFICATION NUMBER

051 | CS | 4699

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, 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.

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: Claire.Ingram@gov.bc.ca.

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 | 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.

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.

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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.

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, 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.

(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 pre-approved 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 pre-approved 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



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 _____
"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.

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"



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
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.)

[illegible]

Period Covered (From – To):

TOTAL EXPENSES - Excluding HST \$



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.
- 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.

3. THIRD PARTY LIABILITY INSURANCE

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 four-fourths 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.

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description: Contract Number 051 CS 4699: Cost Estimator - Transportation Projects RFP 042CS CETran As and When Required	Brokers' Reference No.
	Award or Effective Date 2012-03-19 (yyyy/mm/dd)

INSURED Name _____
Business Address _____

BROKER Name _____
Business Address _____

Type of Insurance	Company and Policy Number	Policy Dates Effective	yyyy/mm/dd Expiry	Limits of Liability / Amounts
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Limits
Umbrella/Excess Liability				excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ 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)

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 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 Richard James Wilson (the "Contractor") respecting Contract Number 051CS4699 (the "Agreement").

Definitions

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the 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.
4. 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 about.
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;
 - (b) the legal authority for collecting it; and
 - (c) 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 information.

Accuracy 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 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

8. 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 accordance with the direction.
9. 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.
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.
11. 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 must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the 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

16. 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.
17. 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

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

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

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

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

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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

24. 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

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



This Agreement,

MADE IN QUADRUPPLICATE ON THE 21st DAY OF March 2012BETWEEN: **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
(hereinafter called the "Province")V8W 9T5
POSTAL CODEAND: E. Wolski Consulting Inc.Address Unit #4 - 4291 Quadra Street
Victoria, British Columbia
(hereinafter called the "Contractor")V8X 1L5
POSTAL CODEShort Description: **Cost Estimator - Transportation Projects RFP 04265-CETran-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 DATE (yyyy/mm/dd)

2012/04/01

COMPLETION DATE (yyyy/mm/dd)

2014/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:**APPOINTMENT**

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.

- ☒ 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 WHEREOF THE PARTIES HERETO HAVE EXECUTED 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 has read and understands the additional conditions appearing on the reverse of this form.

SIGNATURE OF CONTRACTOR

Diane Marson

Manager, Corporate Contracting

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE

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.
6. 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 this Agreement, give written notice 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

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 or 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

19. 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.

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.

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: Claire.Ingram@gov.bc.ca.

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

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.

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.

CONTRACT IDENTIFICATION NUMBER

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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.

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, 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.

- (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 pre-approved 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 pre-approved 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



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

"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.

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"



**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.
- 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.

3. THIRD PARTY LIABILITY INSURANCE

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 four-fourths 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.



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description: Contract Number 051 CS 4698: Cost Estimator - Transportation Projects RFP 042CS CETran As and When Required	Brokers' Reference No.
	Award or Effective Date 2012-03-14 (yyyy/mm/dd)

INSURED Name _____
Business Address _____

BROKER Name _____
Business Address _____

Type of Insurance	Company and Policy Number	Policy Dates Effective	yyyy/mm/dd Expiry	Limits of Liability / Amounts
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive
Umbrella/Excess Liability				\$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ 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)

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 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.

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).

**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.

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

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the 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.
4. 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 about.
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;
 - (b) the legal authority for collecting it; and
 - (c) 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 information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the 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 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

8. 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 accordance with the direction.
9. 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.
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.
11. 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 must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the 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

16. 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.
17. 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

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

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

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

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

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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

24. 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

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