

REQUEST TO CONTRACT

- ☐ AGRICULTURE AND LANDS
☐ ENVIRONMENT

PART A – PLANNING (See Instructions)

DIVISION/BRANCH	EPD ROB	LOCATION/ REGION:	Skeena Smithers
PROJECT TITLE: Kitimat Airshed Impact Assessment Study Water and Soils Sampling Project			
CONTRACT MANAGER/MONITOR NAME:	Ian Sharpe	PHONE:	250-847-7251
DESCRIBE THE LOCATION/SERVICES/PURPOSE OF NEED:	Resulting from multiple proposed LNG and non- LNG projects, the province wishes to engage contracted resources to conduct a cumulative effects airshed impacts study in order to give confidential advice to cabinet		
WHY CAN EXISTING STAFF RESOURCES NOT FILL THE NEED?	s.12		
DESCRIBE THE IMPACT ON PROGRAM DELIVERY IF NOT APPROVED	s.12		

CORE POLICY COMPLIANCE CHECKLIST				Y	N	n/a
1.	If a <u>Corporate Supply Arrangement</u> (CSA) is available, are the goods or services being purchased through the CSA? (CPPM 6.3.2.c.2)			<input type="checkbox"/>	x	<input type="checkbox"/>
2.	For service contracts over \$100,000, has a Cost Benefit Justification (CBJ) been prepared? If yes, attach the CBJ and include in the contract file. (CPPM 6.3.1.5)			<input type="checkbox"/>	<input type="checkbox"/>	x
3.	If this contract is being direct awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date), the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.1.4)			<input type="checkbox"/>	<input type="checkbox"/>	x
4.	Can you confirm this contract does not constitute an <u>employer/employee relationship</u> ? (CPPM 6.3.1.7).			x	<input type="checkbox"/>	

BEST PRACTICES CHECKLIST				Y	N	n/a
1.	Has a <u>Risk Assessment</u> been prepared to determine the possible need for additional insurance requirements?			<input type="checkbox"/>	<input type="checkbox"/>	x

PROCUREMENT PROCESS - SEE FOOTNOTES FOR CODE DESCRIPTION						
<input type="checkbox"/>	100	OPEN COMPETITIVE PROCESS	X	204	DIRECT AWARD – CONFIDENTIALITY	<input type="checkbox"/> 400 SELECTED VENDOR FROM PRE-QUALIFICATION LIST
<input type="checkbox"/>	200	DIRECT AWARD – PUBLIC SECTOR ORG.	<input type="checkbox"/>	205	DIRECT AWARD – NOTICE OF INTENT	<input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST
<input type="checkbox"/>	201	DIRECT AWARD – SOLE SOURCE	<input type="checkbox"/>	206	DIRECT AWARD – NO JUSTIFICATION	<input type="checkbox"/> 500 PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT
<input type="checkbox"/>	202	DIRECT AWARD – EMERGENCY	<input type="checkbox"/>	207	DIRECT AWARD – UNDER \$25,000	<input type="checkbox"/> 600 OTHER PURCHASE PROCESS
<input type="checkbox"/>	203	DIRECT AWARD – SECURITY, ORDER	<input type="checkbox"/>	300	DIRECT INVITATION TO SELECTED VENDORS	<input type="checkbox"/> 601 OTHER – CONTINUING AGREEMENTS

If Direct Award, Contractor's legal name: Limnotek Research & Development Inc
Address: 4035 W 14th Ave, Vancouver, BC V6R 2X3
Phone:(604) 222-3546

Rationale for Direct Award to this contractor: **The solicitation process would violate the confidentiality of Cabinet, as it would publish details related to decision making regarding LNG development, prior to Cabinet being ready to communicate with the public on this subject.**

If a Direct Award was selected under 201, 206 or 207 above, has your program used these services in the past year? Y ☐ N x

If yes:

- Please state the end date of the previous contract and the contract value:

- Please state if the opportunity was competitively bid or direct awarded:

Will a Direct Award purchase obligate government to this vendor for future purchases or services? (e.g. licensing, maintenance, etc.)

Y ☐ N x N/A ☐

Provide details::

PART A CONTINUED – PLANNING
(See Instructions)

CONTRACT DETAILS

ANTICIPATED TERM OF AGREEMENT:		FROM DATE: September 19, 2013	TO DATE: December 31, 2013		
RECOVERABLE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
RECOVERED FROM (FULL NAME):					
AMOUNT OF RECOVERY: \$					
PERCENTAGE: %					
ESTIMATED VALUE OF CONTRACT: \$130,000		NOTE: LEGAL REVIEW IS REQUIRED FOR SERVICE CONTRACTS OVER \$250,000 OR WHEN MODIFICATIONS ARE MADE TO THE APPROVED TEMPLATES. HAS A LEGAL REVIEW BEEN OBTAINED? Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
048	2940A	30592	6001	2900000	\$160,000

CONTRACT CATEGORY - SEE FOOTNOTES FOR CODE DESCRIPTION

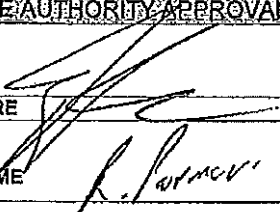
<input type="checkbox"/> GMA	<input type="checkbox"/> PRA	<input type="checkbox"/> BSA
<input type="checkbox"/> HR/LR	<input type="checkbox"/> PM	<input checked="" type="checkbox"/> OP
<input type="checkbox"/> IT	<input type="checkbox"/> COM	<input type="checkbox"/> OTH

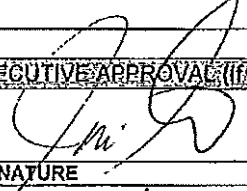
AIT/TILMA EXCLUSION LIST - SEE FOOTNOTES FOR CODE DESCRIPTION

<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT	500 EXCLUDED – SECURITY, ORDER, ETC	<input type="checkbox"/>
<input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD	600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS	<input type="checkbox"/>
<input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE	700 EXCLUDED – PROCUREMENT OF PROTOTYPE	<input type="checkbox"/>
<input type="checkbox"/> 400 EXCLUDED – EMERGENCY	800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT	<input type="checkbox"/>

NOTE: If your Procurement Process changes to reduce the number of vendors given the opportunity to bid from that indicated in 'Procurement Process' section above, then the EA must approve the change in Part B before awarding the contract. EA approval can be by email as long as this document is included as an attachment to the email from the EA.

Provide details of Procurement Process change:

EXPENSE AUTHORITY APPROVAL (email approval acceptable)	
SIGNATURE 	DATE Sept 24/13
PRINT NAME R. Palmer	

EXECUTIVE APPROVAL (if required) (email approval acceptable)	
SIGNATURE 	DATE Sept 25/13
PRINT NAME Jim Standa ADM	

PART B – AWARD
(Complete for new contracts only- See Instructions)

CONTRACTOR (FULL LEGAL NAME): : Limnotek Research & Development Inc

CONTRACTOR'S 'DOING BUSINESS AS' NAME (IF APPLICABLE):

ADDRESS: 4035 W 14th Ave, Vancouver, BC V6R 2X3

CONTRACT NUMBER: GS14EPD-088

PHONE NUMBER: :(604) 222-3546

EMAIL ADDRESS: cperrin@limnotek.com

WCB NUMBER: 325447

CONFIRMATION OF CONTRACT DETAILS FROM PART A

Has there been any changes to the value or term of the contract from the 'Contract Details' section in Part A? Y ☐ N ☒

If no, then the Qualified Receiver/Contract Monitor is the only approval required below.

If yes, Expense Authority and Executive approval (if required in Part A) is required for an increase to the dollar value and an end date extending into an additional fiscal year.

TERM OF AGREEMENT:

From Date: September 23, 2013

To Date: December 31, 2013

Total Value: \$160,000

CORE POLICY COMPLIANCE CHECKLIST

(for construction contracts click n/a where appropriate)

		Y	N	N/A
1.	For <u>service</u> contracts with an aggregate value over \$75,000, inclusive of all potential extensions, did you advertise on <u>BC Bid</u> ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	For <u>service</u> contracts between \$25,000 and \$75,000 did you use a competitive process that is appropriate to the value, complexity and profile of the business opportunity? Opportunities must be posted on BC Bid or at least three quotes must be obtained. (CPPM 6.3.2.c.5) Documentation of the procurement process is required in the working file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	For all contracts under \$25,000, did you compete to the extent reasonable and cost-effective? Documentation is required in the file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	If a pre-qualification list of contractors was used, was the contract awarded through a competitive process as described in the list (for contracts over \$75,000, the opportunity must go to all vendors on the list) ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	If the General Services Agreement or approved construction template was not used, did you obtain Legal Services and <u>Risk Management</u> approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.e.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Does <u>Schedule A</u> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does <u>Schedule A</u> clearly identify the process the ministry will use to monitor the contractor's performance (e.g. frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	If sub-contractors will be providing any services, are they identified in <u>Schedule C</u> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Has a Certificate of Insurance been requested confirming all applicable insurance as required in <u>Schedule D</u> ? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Will the contract be signed by <u>both</u> parties before the start date of the contract (the contractor must sign first)? (CPPM 6.3.3.e.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Is the contract written in the <u>legal</u> name of the contractor (do not write the contract in the name of an individual if the contract is with an organization)? (CPPM 6.3.3.e.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

1.	If a contractor is ineligible for WCB (Including Personal Optional Protection), has the EA given approval to proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	If the contract crosses fiscal years, does <u>Schedule A</u> include language that work must not proceed in the new fiscal year until you have confirmed appropriation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Has a WorkSafe BC (WCB) <u>clearance letter</u> been obtained for inclusion in the contract file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	For contracts including travel expenses, have you attached the per diem rates as an appendix and referenced the appendix in <u>Schedule B</u> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUALIFIED RECIEVER/
CONTRACT MONITOR

EXPENSE AUTHORITY (if required) email
approval acceptable

EXECUTIVE APPROVAL (if required) email
approval acceptable

Jim Standen

September 19, 2013

Signature Date

PRINT NAME

[Signature]

September 24, 2013

Signature Date

PRINT NAME

[Signature]

September 25, 2013

Signature Date

PRINT NAME

PART C – MODIFICATIONS

(Complete for modifications of an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year – See Instructions)

CONTRACT NUMBER: GS14EPD-088

MODIFICATION #:

REASON FOR MODIFICATION:

ORIGINAL CONTRACT TOTAL	\$
PREVIOUS CONTRACT TOTAL:	\$
MODIFICATION AMOUNT:	\$
NEW CONTRACT TOTAL:	\$

PREVIOUS CONTRACT TERM:	From:	To:
NEW CONTRACT TERM:	From:	To:

CORE POLICY COMPLIANCE – MODIFICATIONS (See Instructions)		Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. <u>CPPM 6.3.2.a.11</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the <u>Modification Agreement</u> and the clauses as stated in <u>CPPM 6.3.3.e.9?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate <u>expense authority</u> approved the Modification Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 20% of original value? If no, Include documentation to explain why the opportunity has not been offered to other vendors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPENSE AUTHORITY APPROVAL email approval acceptable

[Signature]

Signature Date

PRINT NAME

EXECUTIVE APPROVAL (If required) email approval acceptable

[Signature] Sept 25/13

Signature Date

PRINT NAME Jim Standen ADM

FOOTNOTES FOR CODE DESCRIPTIONS

Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Open competitive process: An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid. Core policy requires an open competitive process for amounts over \$75,000.
200	Direct Award - Public sector organization: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	Direct Award - Sole source: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	Direct Award - Emergency: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	Direct Award - Security, order, etc.: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	Direct Award - Confidentiality: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	Direct Award - Notice of Intent: A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$10,000, or a contract for services or construction valued at more than \$50,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required.
206	Direct Award - No justification: Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	Direct Award - Under \$25,000 - Contracts for acquisitions may be negotiated and directly awarded without competitive process where the value is less than \$25,000 for services and construction or less than \$10,000 for goods, and it is not reasonable or cost effective to openly compete the acquisition.
300	Direct Invitation to selected vendors: A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	Selected vendor from pre-qualification list: A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	Competition among vendors on a pre-qualification list: A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	Purchase from a Corporate Supply Arrangement: A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in <u>CPPM 6.3.2 a (1)</u> .
600	Other Purchase Process: Other recognized procurement process, such as the purchase card.
601	Other - Continuing Agreements: For second and subsequent years of multi-year agreements.
602	Other - Transfer Under Agreement: For grants (both Conditional and Unconditional), Transfers and Entitlements.

Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Purchase subject to AIT: The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	Purchase below applicable AIT threshold: The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	Purchase of an exempted commodity/service: The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	Excluded - Emergency: A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	Excluded - Security, order, etc.: A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	Excluded - Product compatibility/exclusive rights: A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	Excluded - Procurement of prototype: The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	Excluded - Regional/Economic development: A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

Code Descriptions for STOB 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis. If the contract falls into more than 1 category, choose the predominant category.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

GMA (General Management Advice) – Contracts providing information for, or advice on, the planning and/or management of programs.

HR/LR (Human Resources & LR) – Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

IT (IT Consulting) – Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

PRA (Policy, Research and Analysis) – Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management.

PM (Project Management) – Contracts where an external project manager is hired to run a project or facilitate activities.

COM (Communications) – Contracts providing professional services related to the planning writing, preparation or distribution of communications.

BSA (Business Support & Administrative) – Contracts where administrative support is supplied such as administrative service, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

OP (Operational) – Contracts where non consulting type work is being performed that is performing a service that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program.

OTH (Other) – Contracts which do not fall into any of the above categories.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: GS14EPD-088 _____
Requisition No.: _____
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Limnotek Research & Development
Inc.
Supplier No.: 643569 Doc # 001
Telephone No.: 604-222-3546
E-mail Address: cperrin@limnotek.com
Website: www.limnotek.com

Financial Information

Client: 048
Responsibility Centre: 2940A
Service Line: 30592
STOB: 6002 6001
Project: 2900000

Template version: April 1, 2013

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 24th day of September, 2013.

BETWEEN: Limnotek Research & Development Inc.
4035 W 14th Ave Vancouver BC
V6R 2X3
604-222-3546 (O) 604-222-3577 (fax)
C/O Chris Perrin cperrin@limnotek.com

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Environment (the "Province") with the following specified address and fax number:

C/O Jim Standen, Assistant Deputy Minister
Ministry of Environment
Courier Address: 5th Floor - 2975 Jutland Road, Victoria, BC V8T 5J9
Mailing Address: PO Box 9339 Stn Prov Govt, Victoria, BC V8W 9M1
FAX NUMBER: 250-387-5669

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION


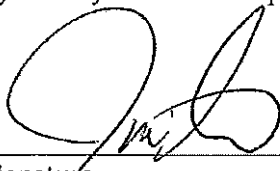
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>24th</u> day of <u>September</u>, 2013 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Chris Perrin</u></p> <p>Print Name(s)</p> <p><u>President</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>25</u> day of <u>September</u>, 20<u>13</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Jim Standen</u></p> <p>Print Name</p> <p><u>Assistant Deputy Minister</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on September 23, 2013 and ends on January 31, 2014.
2. There is an option to extend the contract by 90 days, if deemed necessary by the Province.

PART 2. SERVICES:

The Contractor must deliver the following required services.

1. The contractor will collect soil and surface water samples, in the Kitimat airshed, as defined by the attached study area map (appendix 4a and 4b). At a minimum, 25 soil samples and 17 surface water samples will be obtained. The approximate sampling locations will be chosen from a list of locations provided on the attached list in appendix 5a and 5b. Given that there may be access and weather constraints in sampling some locations, more candidate locations have been provided than will be sampled. Exact locations sampled will be at the discretion of the contractor. Geo-location coordinates will be established for each site sampled. Soil and surface water sampling methods will follow those specified in Appendix 6a and 6b
2. Each soil sample to a maximum of 25 will be prepared, and chemically analyzed according to the methods specified in appendix 6b
3. Each surface water sample will be prepared and chemically analyzed according to the methods specified in appendix 6a
4. All results of chemical analyses for each soil and surface water sample will be included in a data report, along with geo-location and other relevant site description information.

Outputs

The Contractor must complete the sampling work by October 31, 2013. Chemical analyses must be completed by December 31, 2013. A data report of field and laboratory methods and a listing of all data must be provided to the Province by January 31, 2014.

Inputs

The Contractor must use personnel who are trained in the safety systems necessary for sampling surface water and soils in remote locations, using helicopter support. Training and field work procedures must follow the safety plan attached as Appendix 7

Sample analyses will be conducted or supervised by Trent University, following procedures specified in Appendix 6a and 6b.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

1. Data that is required for calculation of critical load of acidity to the sampled lakes and soils
2. Information that will be useful to the province and a range of stakeholders in assessing the potential acidification impacts of air emissions from existing and proposed industries in the Kitimat area
3. Information that will assist in providing local First Nations with information useful in assessing the potential effects of industrial air emissions on their asserted traditional territories

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- Reporting will utilize Microsoft Word and/or Excel software. Accompanying map(s) will be in a format that is compatible with Provincial standards.

- Email reports of progress with field and laboratory activities will be submitted weekly to monthly .
- A data report of field and laboratory methods and a listing of all data will be provided by January 31, 2014.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – Proposal excerpt	NOT APPLICABLE
Appendix 4 – Study Area Map	ATTACHED
Appendix 5 – Sampling location Maps	ATTACHED
Appendix 6 – Sample Collection, Preparation and Analysis Methods	ATTACHED
Appendix 7 – Field Safety Training Specifications & Procedures	ATTACHED

PART 4. KEY PERSONNEL: NOT APPLICABLE

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$160,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. PROFESSIONAL FEES:

Hourly Rate

Fees: at the following rates

Name	Activity	Rate (\$/hour)	Eligibility for travel, hotel, and meal expense claim*
C. Perrin	Project manager, Water quality lead	s.22	Eligible
D. Ramos	Water instrument specialist		Eligible
S. Bennett	Water quality specialist		Not eligible
Cambria Gordon QA/management	Soils procedures QA		Not eligible
Cambria Gordon tech1	Soils field sampling (senior tech)		Not eligible
Cambria Gordon tech2 (field)	Soils field sampling (junior tech)		Not eligible
Cambria Gordon tech3 (GIS)	Soils logistics planning		Not eligible
Casley	GIS		Not eligible

*Eligibility for travel, hotel, and meal expense claims means the person is based in Vancouver and will be travelling to the project site. Not eligible for travel, hotel, and meal expense claims means the person is based in Terrace and will not have travel, hotel, and meal expenses or the person will not be travelling for project activities.

EQUIPMENT AND LAB FEES

Equipment and lab fees at the following rates:

Description	Rate
OSC&CC: Office Supplies , Copies and Communications Costs (In-house support & supplies charges: long distance calls, faxes, photocopies and miscellaneous office supplies) @ 3% of Professional Fees .	3% of professional fees
Survey and safety supplies use for soil sampling	\$100/d
Soil sampling gear use	\$80/d
Soils lab fee	\$500/site
Truck use	\$200/d/truck
Instrument and equipment use for water sampling (YSI Sonde, VanDorn bottle, sat phone, depth	\$245/d

sounder rigged for deployment from helicopter, digital SLR camera	
Water lab fee (Trent University)	\$162/sample
Water lab fee (ALS)	\$34.80/sample

3. EXPENSES:

Travel, hotel and meal expenses: See table under Number 2 above showing eligibility for travel, hotel, and meal expense claims.

Other Expenses at cost and excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities. Other expenses include but are not limited to freight and courier, truck rental, fuel for rental truck, helicopter time, sample preservative.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period
- (d) a listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) an Agreement number;
- (g) an invoice number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

Schedule C – Approved Subcontractor(s)

Cambria Gordon Ltd. is an approved subcontractor, having a place of business at the following address:

**4623 Park Avenue
Terrace, B.C.
V8G 1V5**

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

NOT APPLICABLE

Schedule F – Additional Terms

NOT APPLICABLE

NOT APPLICABLE

Schedule G – Security Schedule

**Assessment Department****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

BC Ministry of Environment
Box 5000
SMITHERS, BC V0J 2N0

September 14, 2013

Person/Business : LIMNOTEK RESEARCH & DEVELOPMENT INC
325447 AA(001)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **October 01, 2013**.

This firm has had continuous coverage with us since March 23, 1984.

Employer Service Centre
Assessment Department

Clearance Reference # : C127454098
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.



MODIFICATION AGREEMENT

Min Contract No.: GS14EPD-088
Resp: 2940A
Serv. Line: 30592
Stob: 6002
Project: 2900000
WCB No.: 325447
Modification No.: 01

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by

the Minister of Environment (the "Province") with the following specified address
and fax number:

C/O Jim Standen, Assistant Deputy Minister
Ministry of Environment

Courier Address: 5th Floor - 2975 Jutland Road, Victoria, BC V8T 5J9

Mailing Address: PO Box 9339 Stn Prov Govt, Victoria, BC V8W 9M1

FAX NUMBER: 250-387-5669

(the "Province", "we", "us" or "our", as applicable)

AND

Limnotek Research & Development Inc.

4035 W 14th Ave Vancouver BC

V6R 2X3

604-222-3546 (O) 604-222-3577 (fax)

C/O Chris Perrin cperrin@limnotek.com

(the "Contractor", "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 13, 2013, contract number GS14EPD-088, a copy of which is attached as Exhibit 1 (the "Agreement"). (Note: or uniquely identify the contract in some other way)
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1) Part of the field work portion of the contract has resulted in savings. Some of these savings will be allocated to include the addition of laboratory analyses of lake water samples obtained during the previous field work. The contract maximum will not be exceeded with this change in scope.

The change in scope includes the cost of adding total nitrogen (TN) and total phosphorus (TP) to all DCAS sites and to the RTA sites that will be included in the MOE acidification study plus blanks and duplicates. Forty-two samples are estimated to be analyzed for TN and TP. The dollar amount is \$40.80/sample for an estimated fee of \$1713.60 to run all analyses. The lab fee for the TN and TP analyses will show as a separate line item on invoices.


- 2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 13th day of November 2013 on behalf of the Province by its duly authorized representative:

SIGNATURE

PRINT NAME Jim Hofweber
for Jim Standen Assistant Deputy Minister

SIGNED AND DELIVERED on the 13 day of November, 2013 by or on behalf of the Contractor (or by its authorized signatories if the Contractor is a corporation):

SIGNATURE 

PRINT NAME Chris Perrin

Gilmour, Lori ENV:EX

From: Sharpe, Ian D ENV:EX
Sent: Wednesday, November 13, 2013 11:50 AM
To: Hofweber, Jim E ENV:EX
Cc: Gilmour, Lori ENV:EX; 'Chris Perrin'; Sharpe, Ian D ENV:EX
Subject: FW: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract
Attachments: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract edited by Perrin.docx

Jim: please sign this modification agreement on behalf of Jim Standen. Please call if you need more information.
Thanks.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Chris Perrin [<mailto:cperrin@limnotek.com>]
Sent: Wednesday, November 13, 2013 11:38 AM
To: Sharpe, Ian D ENV:EX
Subject: RE: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract

Hi Ian;

Thanks for preparing the modification agreement. Edits are attached for your approval. If you accept all changes in track changes, its good to go for signing at your end.

Chris

From: Sharpe, Ian D ENV:EX [<mailto:Ian.Sharpe@gov.bc.ca>]
Sent: November-13-13 11:00 AM
To: Chris Perrin
Subject: FW: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract

Chris: Please add your WCB #, edit the change in the service part if I missed something. Then sign, scan and send to Jim Hofweber for his signature on behalf of the province. Please cc Lori Gilmour and me when you do this.

Jim: When you get the signed version of this, please sign, scan and send back to me. I will then have it processed with the contracts people.

Thanks both!

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

Muir, Deanna CSNR:EX

From: Laine, Dan J CSNR:EX
Sent: Tuesday, September 10, 2013 11:36 AM
To: Sharpe, Ian D ENV:EX
Subject: RE: Environmental assessment - Kitimat
Attachments: abcomments.docx

Not Responsive

FBC NOI

Per your request....

Dan Laine
Contract Procurement Specialist
Financial Services Branch Corporate Services for the Natural Resource Sector
Ministry of Forests, Lands and Natural Resource Operations
250 953-3813 ph



Please consider the environment before printing

From: Sharpe, Ian D ENV:EX
Sent: Tuesday, September 10, 2013 11:24 AM
To: Laine, Dan J CSNR:EX
Cc: Manahan, Suzanne MNGD:EX; Sharpe, Ian D ENV:EX
Subject: Environmental assessment - Kitimat

Thanks Dan. I am in contact with Suzanne Manahan regarding the potential to get a direct award approved at the DM level, provided the overall project is approved.

Two questions remain:

- 1) Can I post a notice of intent on a provisional basis prior to overall project approval, or does it constitute a promise of some kind? Otherwise it is likely that
- 2) How much detail would be needed for the notice of intent?

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Laine, Dan J CSNR:EX
Sent: Tuesday, September 10, 2013 11:18 AM
To: Sharpe, Ian D ENV:EX
Subject: Environmental assessment - Kitimat
Importance: High

Hi Ian,

I discussed this issue with my manager, Barb Burrage.

Not Responsive

Not Responsive

Regards

Dan Laine

Contract Procurement Specialist

Financial Services Branch Corporate Services for the Natural Resource Sector

Ministry of Forests, Lands and Natural Resource Operations

250 953-3813 ph



Please consider the environment before printing

THE FOLLOWING BLUE TEXT SECTION IS FOR YOUR CONVENIENCE ONLY IN COMPLETING THE BC BID ADVERTISEMENT AND DOES NOT FORM THE FINAL NOTICE OF INTENT TO DIRECT AWARD ADVERTISEMENT

- This notice is published on BC Bid and optionally in your local print media for service/works contracts valued at over \$50,000 that do not meet one of the allowable direct award exemptions outlined in Chapter 7.3.3.
- To **print** the BC Bid advertising checklist, enter the page range **p1s1-p1s1** respectively in the page range box.
- Once the final document has been completed, **delete the checklist** to prevent proponents from viewing information intended for internal use only.

BC BID INPUT INFORMATION

Allow a minimum of 8 days advertising on BC Bid

1. **Document Number** (Contract number): _____
2. **Postpone Publish Date and Time** (*used to post-date the ad*): _____
3. **Closing Date & Time (local)** (forms the heading on the "search results"): _____
4. **Establish the BC Bid Commodity Code, provide details on the type of service to be performed** (*i.e., Stand Management – Arborist Services*):

5. **Summary Details** (the advertisement in the next section will form the Summary Details for BC Bid)

OPTIONAL ADVERTISING – *policy requires these ads are made through the Public Affairs Bureau (refer to Chapter 11 of the Contract Management Manual)*

- ☐ Local Newspapers _____
- ☐ Other _____

ADVERTISING DATES:

- ☐ Advertise once only on _____ (date); **or**
- ☐ Advertise between _____ and _____ (dates inclusive); **or**
- ☐ Advertise on _____ and _____ (dates)

Ensure adequate time between last advertising date and closing date,



Notice of Intent to Direct Award a Contract

The Ministry of **Enter Ministry: Natural Resource Operations or Forests, Mines and Lands, ministry office name and location**, is intending to direct award a **insert type: e.g., forest research, systems development, etc.)** contract for the following proposed work/service:

- **Insert brief description of the work/service;**

The proposed work/service is to be carried out by **insert full legal name of proposed contractor** at a contract price of less than \$ **insert price**.

(Optional) The anticipated term of the contract is from **insert start date** to **insert end date**. *(Do not direct award multi-year or option-to-renew contracts.)*

The contractor's qualifications required to complete the services are:

- **provide details of the qualifications/experience;**

The **ministry office name** has chosen not to compete the contemplated contract for the following reasons:

1. **Provide rationale, including ability, availability, resources, etc., of the proposed contractor;**
2. **Provide rationale, including ability, availability, resources, etc., of the proposed contractor;**

Contractors wishing to challenge this decision should FAX *(e-mail is optional, but not both fax and e-mail)* a letter of objection by no later than *allow a minimum of 8 days* **insert time p.m. (local time)** on **insert month, day, year** to:

Ministry of **Enter Ministry: Natural Resource Operations or Forests, Mines and Lands**
ministry office name
insert complete mailing and street address
Attention: **insert ministry representative name**
FAX number: **insert fax number**
(optional: E-Mail address: insert address)

The letter must outline the reasons for your objection and must demonstrate your ability to perform the contemplated work/service, availability, and resources. These items will be the criterion used to determine whether the work/service will be competed.

insert the manager of the responsibility centre's name and title

Pages 5 through 6 redacted for the following reasons:

Not Responsive

THE FOLLOWING BLUE TEXT SECTION IS FOR YOUR CONVENIENCE ONLY IN COMPLETING THE BC BID ADVERTISEMENT AND DOES NOT FORM THE FINAL NOTICE OF INTENT TO DIRECT AWARD ADVERTISEMENT

- This notice is published on BC Bid and optionally in your local print media for service/works contracts valued at over \$50,000 that do not meet one of the allowable direct award exemptions outlined in Chapter 7.3.3.
- To **print** the BC Bid advertising checklist, enter the page range **p1s1-p1s1** respectively in the page range box.
- Once the final document has been completed, **delete the checklist** to prevent proponents from viewing information intended for internal use only.

BC BID INPUT INFORMATION

Allow a minimum of 8 days advertising on BC Bid

1. **Document Number** (Contract number): _____
2. **Postpone Publish Date and Time** (*used to post-date the ad*): _____
3. **Closing Date & Time (local)** (forms the heading on the "search results"): _____
4. **Establish the BC Bid Commodity Code, provide details on the type of service to be performed** (*i.e., Stand Management – Arborist Services*):

5. **Summary Details** (the advertisement in the next section will form the Summary Details for BC Bid)

OPTIONAL ADVERTISING – *policy requires these ads are made through the Public Affairs Bureau (refer to Chapter 11 of the Contract Management Manual)*

- ☐ Local Newspapers _____
- ☐ Other _____

ADVERTISING DATES:

- ☐ Advertise once only on _____ (date); **or**
- ☐ Advertise between _____ and _____ (dates inclusive); **or**
- ☐ Advertise on _____ and _____ (dates)

Ensure adequate time between last advertising date and closing date,

Pages 8 through 10 redacted for the following reasons:

Not responsive

Muir, Deanna CSNR:EX

From: Chris Perrin [cperrin@limnotek.com]
Sent: Thursday, September 12, 2013 1:05 PM
To: Sharpe, Ian D ENV:EX
Cc: 'Zettler, Shawn (RTA)'
Subject: RE: LNG sampling arrangements in October

Thanks Ian

Chris

From: Sharpe, Ian D ENV:EX [mailto:Ian.Sharpe@gov.bc.ca]
Sent: September-12-13 12:56 PM
To: Chris Perrin
Cc: 'Zettler, Shawn (RTA)'
Subject: RE: LNG sampling arrangements in October

Chris: I have approval for direct award for soils and water work to Limnotek, and am beginning contract sched A today. Will have a draft for you ASAP. Will follow that with RFP for the larger effort. Stay tuned...

Shawn: I will keep you informed on this as we proceed, given RTA will be using the same contractor during the same period. Thanks for all you have done to get this in motion from your end!

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Chris Perrin [mailto:cperrin@limnotek.com]
Sent: Thursday, September 12, 2013 10:42 AM
To: 'Shawn Zettler'
Cc: Sharpe, Ian D ENV:EX; Dave Marmorek
Subject: LNG sampling arrangements in October

Hi Shawn;

Soils sampling

I have arrangements worked out to do the soils sampling in October as requested by Ian Sharpe. Ian will contact Julian Aherne and Shaun Watmough at Trent U to request the location of soil pit sites. Shaun and Julian will use their best professional judgement on the selection of 20-25 soil pit sites based on expectation of a different pollutant plume under LNG influence compared to just under RTA influence. Shaun and Julian will contact the folks at Cambria Gordon to make the final selection based on logistics constraints. Cambria Gordon are good to go to do the soils sampling in October. Cambria Gordon will subcontract to Limnotek to do the work. Cambria Gordon will provide a cost estimate to Limnotek following final selection of sampling sites with Julian and Shaun.

Lake water sampling

Limnotek will sample 15 lakes for MOE that are additional to the 12 we will sample for RTA in the week of October 7. Folks at MOE are making the lake selections based on best professional judgement and expectation of a different

Muir, Deanna CSNR:EX

From: LaJeunesse, Annette M CSNR:EX
Sent: Monday, September 16, 2013 11:27 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; Ho, Raymond CSNR:EX
Subject: RE: Kitimat Airshed soils water sampling contract
Attachments: Kitimat Airshed soils water sampling contract.docx

GS14EPD-088	LIMNOTEK RESEARCH & DEVELOPMENT INC.	KITIMAT AIRSHED IMPACT ASSESSMENT STUDY WATER & SOILS SAMPLING PROJECT	\$99,000	19-Sep-13	31-Dec-13	lar
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The above number is now issued for this \$99,000 contract with Limnotek Research & Development Inc. Thanks Annette

Annette LaJeunesse
Recovery & Contract Clerk
Ministry of Forest, Land & Natural Resource Operations
CSNR: Client Services
PO Box 9378 Stn Prov Govt
Victoria BC V8W 9M1
3rd Floor- 2975 Jutland Rd.
Victoria BC V8T 5J9
Phone: 387-9873 Fax: 356-9239
Email: Annette.LaJeunesse@gov.bc.ca

From: Sharpe, Ian D ENV:EX
Sent: Monday, September 16, 2013 11:12 AM
To: LaJeunesse, Annette M CSNR:EX
Cc: Sharpe, Ian D ENV:EX; Standen, Jim ENV:EX
Subject: Kitimat Airshed soils water sampling contract

Annette: Here are parts A and B of the contract approval form I am working on for Deputy Minister approval. I hope that you can issue a contract number so that I can proceed with the approval process today.

This contract is one of 2 contracts that will be issued to complete a \$650K impact assessment study of the Kitimat airshed as it relates to new LNG terminals proposed for the area. I have verbal approval for this direct award of up to \$100K from Wes Shoemaker, Deputy Minister for MOE, through Jim Standen ADM of EPD MOE. The second contract will be issued through an RFP process, and will be for the remainder of the \$650K available. This second contract has also been verbally approved at the deputy level.

Since I have been instructed to get the 1st contract in force as soon as possible, I would appreciate any timely advice you may be able to give me that would help me get this done correctly. Thanks!

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

REQUEST TO CONTRACT FORM

Instructions for Use

Note: This form is an internal document to be used by the Ministries of Environment (MOE) and Agriculture and Lands (MAL).

The Request to Contract Form must be completed to initiate all contracts as well as to modify contracts that increase the dollar value of the contract or extend the contract into a new fiscal year. This form replaces the current MOE/MAL Request for Approval – Contract Services Form and the MOE Executive Contract Pre-Approval Form. It is intended to be completed in 3 phases of the contract process:

- Part A: Planning;
- Part B: Awarding;
- Part C: Modifying.

As this is an internal form, email approvals are acceptable as long as this document is included in the email stream.

The goal of this form is to reduce the paperwork of those contracts that conform to policy and to highlight the most common policy errors which sometimes occur. A 'no' answer on any of the policy compliance questions may indicate an additional risk in proceeding and additional documentation may be required.

A quarterly compliance report will be completed by the Finance and Administration Branch and reported to the Executive.

Do not print out the “Instructions for Use” page or the “Footnotes” page for inclusion in the contract file.

Part A – Pre-Approval (Planning)

Part A provides the Expense Authority (EA) with the information required to make an informed decision whether or not to proceed with a contract. **EA approval must be obtained before the procurement process is initiated.**

At this point, some divisions **MAY** also require Executive approval (ADM or Executive Director). At their discretion, Executive may require a pre-approval signature in Part A. The Executive member should advise their Client Services Branch (CSB) and branch directors of any pre approval requirements and related thresholds.

Part A also provides the coding data needed by administrative staff.

Part B – Contract Approval (Award)

Part B is to be completed after the selection of the vendor but **before** the vendor signs the contract. If the awarded contract matches the figures and details provided in Part A, the EA's signature is not required in Part B as the EA will sign the contract. If the contract does not match the figures and details provided in Part A, the EA must sign Part B to approve any increase in the dollar value of the contract, and/or when a change in the procurement process reduces the number of vendors given the opportunity to bid.

Example of Change in the Procurement Process:

If the original Procurement Process chosen in Part A was the Open Competitive Process (100), then later changed to a Direct Award (200-207), the EA must approve the new Procurement Process as it reduces the number of potential vendors. However, if the original Procurement Process chosen in Part 2 was a Direct Award, then later changed to an Open Competitive Process allowing more vendors to participate, no additional approval is required from the EA.

Part C – Modifications

Part C must be completed to modify an existing contract when the modification will increase the dollar value of the contract or when it will extend the contract into another fiscal year. As these situations have budgetary implications, the EA's signature is required to verify that policy compliance questions have been considered. If a modification does not have any budgetary implications, then Part C does not need to be completed. If a Division's Executive requires pre-approval signature in Part A, then their signature is required in Part C.

REQUEST TO CONTRACT

- ☐ AGRICULTURE AND LANDS
☐ ENVIRONMENT

PART A – PLANNING (See Instructions)

DIVISION/BRANCH	EPD ROB	LOCATION/ REGION:	Skeena Smithers
PROJECT TITLE: Kitimat Airshed Impact Assessment Study Water and Soils Sampling Project			
CONTRACT MANAGER/MONITOR NAME:	Ian Sharpe	PHONE:	250-847-7251
DESCRIBE THE LOCATION/SERVICES/PURPOSE OF NEED:	The success of the approved Kitimat Airshed Impact Assessment Study hinges on obtaining field work derived soils and water quality information before freeze-up in 2013. This contract will ensure that the necessary information is collected in time to complete the rest of the impact assessment project after freeze-up, and into the winter – tentative project completion of late January, 2014.		
WHY CAN EXISTING STAFF RESOURCES NOT FILL THE NEED?	The provincial MOE staff contingent is not able to mobilize in time to complete the sampling prior to freeze-up 2013. In addition, the Province lacks the expertise to process, and analyze the samples to gain the necessary information to feed into the rest of the project.		
DESCRIBE THE IMPACT ON PROGRAM DELIVERY IF NOT APPROVED	The larger Kitimat Airshed Impact Assessment Study would be unacceptably delayed beyond the allotted time for completion.		

CORE POLICY COMPLIANCE CHECKLIST		Y	N	n/a
1.	If a Corporate Supply Arrangement (CSA) is available, are the goods or services being purchased through the CSA? (CPPM 6.3.2.c.2)	<input type="checkbox"/>	x	<input type="checkbox"/>
2.	For service contracts over \$100,000, has a Cost Benefit Justification (CBJ) been prepared? If yes, attach the CBJ and include in the contract file. (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	x
3.	If this contract is being direct awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date), the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.1.4)	<input type="checkbox"/>	<input type="checkbox"/>	x
4.	Can you confirm this contract does not constitute an employer/employee relationship ? (CPPM 6.3.1.7).	x	<input type="checkbox"/>	

BEST PRACTICES CHECKLIST		Y	N	n/a
1.	Has a Risk Assessment been prepared to determine the possible need for additional insurance requirements?	<input type="checkbox"/>	<input type="checkbox"/>	x

PROCUREMENT PROCESS - SEE FOOTNOTES FOR CODE DESCRIPTION			
<input type="checkbox"/> 100	OPEN COMPETITIVE PROCESS	<input type="checkbox"/> 204	DIRECT AWARD – CONFIDENTIALITY
<input type="checkbox"/> 200	DIRECT AWARD – PUBLIC SECTOR ORG.	<input type="checkbox"/> 205	DIRECT AWARD – NOTICE OF INTENT
x 201	DIRECT AWARD – SOLE SOURCE	<input type="checkbox"/> 206	DIRECT AWARD – NO JUSTIFICATION
<input type="checkbox"/> 202	DIRECT AWARD – EMERGENCY	<input type="checkbox"/> 207	DIRECT AWARD – UNDER \$25,000
<input type="checkbox"/> 203	DIRECT AWARD – SECURITY, ORDER	<input type="checkbox"/> 300	DIRECT INVITATION TO SELECTED VENDORS
<input type="checkbox"/> 400	SELECTED VENDOR FROM PRE-QUALIFICATION LIST	<input type="checkbox"/> 401	COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST
<input type="checkbox"/> 500	PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT	<input type="checkbox"/> 600	OTHER PURCHASE PROCESS
<input type="checkbox"/> 601	OTHER – CONTINUING AGREEMENTS		

If Direct Award, Contractor's legal name: Limnotek Research & Development Inc See your review.	
Address: 4035 W 14th Ave, Vancouver, BC V6R 2X3 Phone: (604) 222-3546	
Rational for Direct Award to this contractor: Overall project approved by LNG Board Sept 13. For the project to succeed, the field work component must occur before freezeup – contractor is mobilized already for other work in the same area. No other qualified contractor could mobilize in time.	
If a Direct Award was selected under <u>201</u> , <u>206</u> or <u>207</u> above, has your program used these services in the past year?	Y <input type="checkbox"/> N x
If yes:	
• Please state the end date of the previous contract and the contract value:	MOE-2013-00311
• Please state if the opportunity was competitively bid or direct awarded:	Emails

Will a Direct Award purchase obligate government to this vendor for future purchases or services? (e.g. licensing, maintenance, etc.)
Provide details::

Y ☐ N x N/A ☐

PART A CONTINUED – PLANNING

(See Instructions)

CONTRACT DETAILS

ANTICIPATED TERM OF AGREEMENT:		FROM DATE: September 19, 2013	TO DATE: December 31, 2013		
RECOVERABLE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
RECOVERED FROM (FULL NAME): AMOUNT OF RECOVERY: \$ PERCENTAGE: %					
ESTIMATED VALUE OF CONTRACT:		NOTE: LEGAL REVIEW IS REQUIRED FOR SERVICE CONTRACTS OVER \$250,000 OR WHEN MODIFICATIONS ARE MADE TO THE APPROVED TEMPLATES. HAS A LEGAL REVIEW BEEN OBTAINED? Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
048	2940A	30592	6001	2900000	\$99.000

CONTRACT CATEGORY - SEE FOOTNOTES FOR CODE DESCRIPTION

<input type="checkbox"/> GMA	<input type="checkbox"/> PRA	<input type="checkbox"/> BSA
<input type="checkbox"/> HR/LR	<input type="checkbox"/> PM	<input checked="" type="checkbox"/> OP
<input type="checkbox"/> IT	<input type="checkbox"/> COM	<input type="checkbox"/> OTH

AIT/TILMA EXCLUSION LIST - SEE FOOTNOTES FOR CODE DESCRIPTION

<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT	500 EXCLUDED – SECURITY, ORDER, ETC	<input type="checkbox"/>
<input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD	600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS	<input type="checkbox"/>
<input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE	700 EXCLUDED – PROCUREMENT OF PROTOTYPE	<input type="checkbox"/>
<input type="checkbox"/> 400 EXCLUDED – EMERGENCY	800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT	<input type="checkbox"/>

NOTE: If your Procurement Process changes to reduce the number of vendors given the opportunity to bid from that indicated in 'Procurement Process' section above, then the EA must approve the change in Part B before awarding the contract. EA approval can be by email as long as this document is included as an attachment to the email from the EA.

Provide details of Procurement Process change:

EXPENSE AUTHORITY APPROVAL email approval acceptable	
SIGNATURE	DATE
PRINT NAME	

EXECUTIVE APPROVAL (if required) email approval acceptable	
SIGNATURE	DATE
PRINT NAME	

PART B – AWARD

(Complete for new contracts only- See Instructions)

CONTRACTOR (FULL LEGAL NAME): : Limnotek Research & Development Inc [See your review.](#)

CONTRACTOR'S 'DOING BUSINESS AS' NAME (IF APPLICABLE):

ADDRESS: 4035 W 14th Ave, Vancouver, BC V6R 2X3

CONTRACT NUMBER:

PHONE NUMBER: :(604) 222-3546

EMAIL ADDRESS: cperrin@limnotek.com

WCB NUMBER:

CONFIRMATION OF CONTRACT DETAILS FROM PART A

Has there been any changes to the **value** or **term** of the contract from the 'Contract Details' section in Part A? Y ☐ N ☒

If no, then the Qualified Receiver/Contract Monitor is the only approval required below.

If yes, Expense Authority and Executive approval (if required in Part A) is required for an increase to the dollar value and an end date extending into an additional fiscal year.

TERM OF AGREEMENT:

From Date: September 18, 2013

To Date: December 31, 2013

Total Value: \$

CORE POLICY COMPLIANCE CHECKLIST

(for construction contracts click n/a where appropriate)

		Y	N	N/A
1.	For <u>service</u> contracts with an aggregate value over \$75,000, inclusive of all potential extensions, did you advertise on BC Bid ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	For <u>service</u> contracts between \$25,000 and \$75,000 did you use a competitive process that is appropriate to the value, complexity and profile of the business opportunity? Opportunities must be posted on BC Bid or at least three quotes must be obtained. (CPPM 6.3.2.c.5) Documentation of the procurement process is required in the working file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	For all contracts under \$25,000, did you compete to the extent reasonable and cost-effective? Documentation is required in the file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	If a pre-qualification list of contractors was used, was the contract awarded through a competitive process as described in the list (for contracts over \$75,000, the opportunity must go to all vendors on the list) ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	If the General Services Agreement or approved construction template was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.e.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g. frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	If sub-contractors will be providing any services, are they identified in Schedule C ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Has a Certificate of Insurance been requested confirming all applicable insurance as required in Schedule D ? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Will the contract be signed by both parties before the start date of the contract (the contractor must sign first)? (CPPM 6.3.3.e.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Is the contract written in the legal name of the contractor (do not write the contract in the name of an individual if the contract is with an organization)? (CPPM 6.3.3.e.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

1.	If a contractor is ineligible for WCB (including Personal Optional Protection), has the EA given approval to proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	If the contract crosses fiscal years, does Schedule A include language that work must not proceed in the new fiscal year until you have confirmed appropriation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Has a WorkSafe BC (WCB) clearance letter been obtained for inclusion in the contract file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	For contracts including travel expenses, have you attached the per diem rates as an appendix and referenced the appendix in Schedule B ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUALIFIED RECIEVER/
CONTRACT MONITOR

EXPENSE AUTHORITY (if required) email
approval acceptable

EXECUTIVE APPROVAL (if required) email
approval acceptable

Signature	Date
PRINT NAME	

Signature	Date
PRINT NAME	

Signature	Date
PRINT NAME	

PART C – MODIFICATIONS

(Complete for modifications of an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year – See Instructions)

CONTRACT NUMBER:	
------------------	--

MODIFICATION #:	
-----------------	--

REASON FOR MODIFICATION:

ORIGINAL CONTRACT TOTAL	\$
PREVIOUS CONTRACT TOTAL:	\$
MODIFICATION AMOUNT:	\$
NEW CONTRACT TOTAL:	\$

PREVIOUS CONTRACT TERM:	From:	To:
NEW CONTRACT TERM:	From:	To:

CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)		Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. CPPM 6.3.2.a.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the Modification Agreement and the clauses as stated in CPPM 6.3.3.e.9?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the Modification Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 20% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPENSE AUTHORITY APPROVAL email approval acceptable	
Signature	Date
PRINT NAME	

EXECUTIVE APPROVAL (if required) email approval acceptable	
Signature	Date
PRINT NAME	

FOOTNOTES FOR CODE DESCRIPTIONS

Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Open competitive process: An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid. Core policy requires an open competitive process for amounts over \$75,000.
200	Direct Award - Public sector organization: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	Direct Award - Sole source: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	Direct Award – Emergency: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	Direct Award - Security, order, etc.: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	Direct Award – Confidentiality: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	Direct Award - Notice of Intent: A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$10,000, or a contract for services or construction valued at more than \$50,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required.
206	Direct Award - No justification: Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	Direct Award – Under \$25,000 – Contracts for acquisitions may be negotiated and directly awarded without competitive process where the value is less than \$25,000 for services and construction or less than \$10,000 for goods, and it is not reasonable or cost effective to openly compete the acquisition.
300	Direct Invitation to selected vendors: A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	Selected vendor from pre-qualification list: A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	Competition among vendors on a pre-qualification list: A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	Purchase from a Corporate Supply Arrangement: A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in CPPM 6.3.2 a (1) .
600	Other Purchase Process: Other recognized procurement process, such as the purchase card.
601	Other – Continuing Agreements: For second and subsequent years of multi-year agreements.
602	Other – Transfer Under Agreement: For grants (both Conditional and Unconditional), Transfers and Entitlements.

Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Purchase subject to AIT: The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	Purchase below applicable AIT threshold: The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	Purchase of an exempted commodity/service: The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	Excluded – Emergency: A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	Excluded - Security, order, etc.: A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	Excluded - Product compatibility/exclusive rights: A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	Excluded - Procurement of prototype: The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	Excluded - Regional/Economic development: A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

Code Descriptions for STOB 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis. If the contract falls into more than 1 category, choose the predominant category.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

GMA (General Management Advice) – Contracts providing information for, or advice on, the planning and/or management of programs.

HR/LR (Human Resources & LR) – Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

IT (IT Consulting) – Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

PRA (Policy, Research and Analysis) – Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management.

PM (Project Management) – Contracts where an external project manager is hired to run a project or facilitate activities.

COM (Communications) – Contracts providing professional services related to the planning, writing, preparation or distribution of communications.

BSA (Business Support & Administrative) – Contracts where administrative support is supplied such as administrative service, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

OP (Operational) – Contracts where non consulting type work is being performed that is performing a service that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program.

OTH (Other) - Contracts which do not fall into any of the above categories.

Muir, Deanna CSNR:EX

From: Standen, Jim ENV:EX
Sent: Thursday, September 19, 2013 1:21 PM
To: Sharpe, Ian D ENV:EX
Cc: McGuire, Jennifer ENV:EX; Manahan, Suzanne MNGD:EX; Sharpe, Ian D ENV:EX; Parmar, Ranbir S CSNR:EX
Subject: Re: Kitimat Airshed soils water sampling contract approval form for signatures

Ian,

Sorry but I think that it needs rework of the direct award rationale. Cabinet elements not (as I understand it) relevant to direct award. Need focus on:

- 1) time constraints (well presented in current version)
- 2) opportunity to piggyback on RTA work as means to reduce cost and increase timeliness
- 3) loss of field season if any further time delays
- 4) specialized expertise: limited (if any other) professionals with the relevant skills and knowledge

Thanks,
Jim

On 2013-09-19, at 12:47 PM, "Sharpe, Ian D ENV:EX" <Ian.Sharpe@gov.bc.ca> wrote:

Jim: Here is the final draft of the Kitimat Airshed soils water sampling contract approval form for your signature. I have been advised by Suzanne Manahan that the next signature will be that of Ranbir Parmar, Director and CFO of CSNR, and that he is expecting the form to cross his desk. Please keep me informed as to progress on the two approval.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

<Kitimat Airshed soils water sampling contract approval final.docx>

Muir, Deanna CSNR:EX

From: Parmar, Ranbir S CSNR:EX
Sent: Monday, September 23, 2013 9:23 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Smith, Shelley CSNR:EX; Smith, Pam M CSNR:EX
Subject: RE: Kitimat Airshed soils water sampling contract approval final2

Ian, I will ask Shelley here to send the new signed form to you shortly. Thanks.

From: Sharpe, Ian D ENV:EX
Sent: Monday, September 23, 2013 9:10 AM
To: Parmar, Ranbir S CSNR:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX
Subject: RE: Kitimat Airshed soils water sampling contract approval final2

Thanks Ranbir. My hope is that I can have the signed approval form in hand this AM, so that a contract can be signed this afternoon. Is this do-able for you?

Jim: Can you please send a new email with your approval for the \$160K this AM? Thanks.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Parmar, Ranbir S CSNR:EX
Sent: Monday, September 23, 2013 9:08 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Sharpe, Ian D ENV:EX
Subject: Re: Kitimat Airshed soils water sampling contract approval final2

Ok thanks

Sent from my iPhone

On 2013-09-21, at 2:51 PM, "Sharpe, Ian D ENV:EX" <Ian.Sharpe@gov.bc.ca> wrote:

Ranbir and Jim: I have finalized negotiations with the contractor, and need to change the contract price from \$130K to \$160K. This is due to three factors:

- Initial under-estimate of the number of lakes necessary to sample to have sufficient statistical power to calculate critical loads for the acidification assessment part of the overall project
- Initial under-estimate of laboratory analysis of soil and water samples
- Need for additional helicopter time to sample the extra lakes.

The additional \$30K above the original estimated amount would be split approximately equally between the three types of expenditures above.

The additional cost for this field work component will not affect the completion of the overall project within the total budget currently allotted.

Should this not meet with your approval, I would need to eliminate the soils part of the field work, and focus on the surface water component. This would likely leave some key impact assessment questions related to soils acidification and forest health un-answered in the overall project.

I have taken the liberty of revising the contract approval form to reflect the above, and provide it as an attachment for your consideration and approval.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Parmar, Ranbir S CSNR:EX
Sent: Friday, September 20, 2013 8:44 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX
Subject: RE: Kitimat Airshed soils water sampling contract approval final2

Ok thanks Ian and I will sign off on this from my end this morning.

From: Sharpe, Ian D ENV:EX
Sent: Friday, September 20, 2013 7:05 AM
To: Parmar, Ranbir S CSNR:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Sharpe, Ian D ENV:EX
Subject: Kitimat Airshed soils water sampling contract approval final2

Ranbir: Please see Jim Standen's email approval for the proposed Kitimat Airshed soils water sampling contract below. According to Suzanne Manahan, you have said that you would be the final approving authority for this contract. Please review the approval form attached. If you need further information or edits prior to your approval, please email or phone my cell today. I am on the road for the 1st ½ of the day, but reachable after that. Thank you for your involvement in this, and for Barb and Dan's advice along the way.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Standen, Jim ENV:EX
Sent: Thursday, September 19, 2013 5:37 PM
To: Sharpe, Ian D ENV:EX
Cc: Shoemaker, Wes ENV:EX
Subject: Re: Kitimat Airshed soils water sampling contract approval final2

Ian,

Given the advice you have received and the reworking of the rationale I am fine with it. Approved.

Jim

On 2013-09-19, at 5:08 PM, "Sharpe, Ian D ENV:EX" <ian.Sharpe@gov.bc.ca> wrote:

Jim: I have taken Barb Burrage's advice, who has spoken to Ranbir Parmar regarding the rationale for direct award of the contract. Please see the description of the rationale in the form attached, and then call me on cell 250-877-9237
Ian

<Kitimat Airshed soils water sampling contract approval final2.docx>

<Kitimat Airshed soils water sampling contract approval final3.docx>

Muir, Deanna CSNR:EX

From: Sharpe, Ian D ENV:EX
Sent: Wednesday, September 25, 2013 8:08 AM
To: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Smith, Shelley CSNR:EX; Smith, Pam M CSNR:EX
Cc: Sharpe, Ian D ENV:EX
Subject: FW: Kitimat Airshed soils water sampling contract approval final2

All: Here is the email I referred to in last night's email describing Ranbir's intentions on contract approval.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
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250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Parmar, Ranbir S CSNR:EX
Sent: Monday, September 23, 2013 9:23 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Smith, Shelley CSNR:EX; Smith, Pam M CSNR:EX
Subject: RE: Kitimat Airshed soils water sampling contract approval final2

Ian, I will ask Shelley here to send the new signed form to you shortly. Thanks.

From: Sharpe, Ian D ENV:EX
Sent: Monday, September 23, 2013 9:10 AM
To: Parmar, Ranbir S CSNR:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX
Subject: RE: Kitimat Airshed soils water sampling contract approval final2

Thanks Ranbir. My hope is that I can have the signed approval form in hand this AM, so that a contract can be signed this afternoon. Is this do-able for you?

Jim: Can you please send a new email with your approval for the \$160K this AM? Thanks.

Ian D. Sharpe RPBio
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ian.sharpe@gov.bc.ca

From: Parmar, Ranbir S CSNR:EX
Sent: Monday, September 23, 2013 9:08 AM
To: Sharpe, Ian D ENV:EX
Cc: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX; Burrage, Barbara CSNR:EX; Manahan, Suzanne MNGD:EX; Sharpe, Ian D ENV:EX
Subject: Re: Kitimat Airshed soils water sampling contract approval final2

the day, but reachable after that. Thank you for your involvement in this, and for Barb and Dan's advice along the way.

Ian D. Sharpe RPBio
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ian.sharpe@gov.bc.ca

From: Standen, Jim ENV:EX
Sent: Thursday, September 19, 2013 5:37 PM
To: Sharpe, Ian D ENV:EX
Cc: Shoemaker, Wes ENV:EX
Subject: Re: Kitimat Airshed soils water sampling contract approval final2

Ian,

Given the advice you have received and the reworking of the rationale I am fine with it. Approved.

Jim

On 2013-09-19, at 5:08 PM, "Sharpe, Ian D ENV:EX" <ian.Sharpe@gov.bc.ca> wrote:

Jim: I have taken Barb Burrage's advice, who has spoken to Ranbir Parmar regarding the rationale for direct award of the contract. Please see the description of the rationale in the form attached, and then call me on cell 250-877-9237
Ian

<Kitimat Airshed soils water sampling contract approval final2.docx>

<Kitimat Airshed soils water sampling contract approval final3.docx>

Muir, Deanna CSNR:EX

From: Sharpe, Ian D ENV:EX
Sent: Tuesday, September 17, 2013 7:49 AM
To: Standen, Jim ENV:EX; McGuire, Jennifer ENV:EX
Cc: Sharpe, Ian D ENV:EX; Laine, Dan J CSNR:EX
Subject: Kitimat Airshed Impact Assessment - direct award soils and water sampling contract
Attachments: Kitimat Airshed soils water sampling contract.docx

Jennifer and Jim: I have been advised by Dan Laine, Contract Procurement Specialist, that I should provide you with contract approval information beyond what is in the approval form:

- We have discussed and you are aware of the potential administrative risks of a direct award contract with a ceiling price of \$99K. Dan, or one of his counterparts can further advise you on this if necessary.
- The circumstances that have led to this approach are as follows:
 - There is no opportunity to conduct a competitive process for this work. Given that:
 - The overall \$650K Kitimat airshed impact assessment project approval was just now obtained at the NG Board level (Sept 13)
 - The \$100K field work component to be contracted now must be done by mid October (prior to snowfall), so we cannot afford the time for the 3-4 week bidding process
 - The field work is necessary to happen this fall, so that the rest of the project can be completed on time (January)
 - The chosen qualified contractor is already mobilizing for similar work for another client in the Kitimat area, and will start preparations this week, with field work to commence Oct 4 at the latest.
 - With the field work completed this fall, we will start a competitive bidding process for the remaining \$550K component of the overall study. This will give any company who may wish to submit a proposal the opportunity and time to do so.

Ian D. Sharpe RPBio
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ian.sharpe@gov.bc.ca

From: Sharpe, Ian D ENV:EX
Sent: Monday, September 16, 2013 12:25 PM
To: Fairholm, Mary ENV:EX
Cc: McGuire, Jennifer ENV:EX; Gilmour, Lori ENV:EX; Sharpe, Ian D ENV:EX
Subject: Kitimat Airshed Impact Assessment - soils and water sampling contract

Mary: Please expedite this contract approval to get Jennifer's signature, then send it up the line to Jim S. Lori will be looking for it so that she can make sure Jim signs and then it has to go to Wes for final approval. Knowing this is UBCM week, this will need careful shepherding. Thanks!

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
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250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

REQUEST TO CONTRACT FORM

Instructions for Use

Note: This form is an internal document to be used by the Ministries of Environment (MOE) and Agriculture and Lands (MAL).

The Request to Contract Form must be completed to initiate all contracts as well as to modify contracts that increase the dollar value of the contract or extend the contract into a new fiscal year. This form replaces the current MOE/MAL Request for Approval – Contract Services Form and the MOE Executive Contract Pre-Approval Form. It is intended to be completed in 3 phases of the contract process:

- Part A: Planning;
- Part B: Awarding;
- Part C: Modifying.

As this is an internal form, email approvals are acceptable as long as this document is included in the email stream.

The goal of this form is to reduce the paperwork of those contracts that conform to policy and to highlight the most common policy errors which sometimes occur. A 'no' answer on any of the policy compliance questions may indicate an additional risk in proceeding and additional documentation may be required.

A quarterly compliance report will be completed by the Finance and Administration Branch and reported to the Executive.

Do not print out the "Instructions for Use" page or the "Footnotes" page for inclusion in the contract file.

Part A – Pre-Approval (Planning)

Part A provides the Expense Authority (EA) with the information required to make an informed decision whether or not to proceed with a contract. **EA approval must be obtained before the procurement process is initiated.**

At this point, some divisions **MAY** also require Executive approval (ADM or Executive Director). At their discretion, Executive may require a pre-approval signature in Part A. The Executive member should advise their Client Services Branch (CSB) and branch directors of any pre approval requirements and related thresholds.

Part A also provides the coding data needed by administrative staff.

Part B – Contract Approval (Award)

Part B is to be completed after the selection of the vendor but **before** the vendor signs the contract. If the awarded contract matches the figures and details provided in Part A, the EA's signature is not required in Part B as the EA will sign the contract. If the contract does not match the figures and details provided in Part A, the EA must sign Part B to approve any increase in the dollar value of the contract, and/or when a change in the procurement process reduces the number of vendors given the opportunity to bid.

Example of Change in the Procurement Process:

If the original Procurement Process chosen in Part A was the Open Competitive Process (100), then later changed to a Direct Award (200-207), the EA must approve the new Procurement Process as it reduces the number of potential vendors. However, if the original Procurement Process chosen in Part 2 was a Direct Award, then later changed to an Open Competitive Process allowing more vendors to participate, no additional approval is required from the EA.

Part C – Modifications

Part C must be completed to modify an existing contract when the modification will increase the dollar value of the contract or when it will extend the contract into another fiscal year. As these situations have budgetary implications, the EA's signature is required to verify that policy compliance questions have been considered. If a modification does not have any budgetary implications, then Part C does not need to be completed. If a Division's Executive requires pre-approval signature in Part A, then their signature is required in Part C.

REQUEST TO CONTRACT

- ☐ AGRICULTURE AND LANDS
☐ ENVIRONMENT

PART A – PLANNING (See Instructions)

DIVISION/BRANCH	EPD ROB	LOCATION/ REGION:	Skeena Smithers
PROJECT TITLE: Kitimat Airshed Impact Assessment Study Water and Soils Sampling Project			
CONTRACT MANAGER/MONITOR NAME:	Ian Sharpe	PHONE:	250-847-7251
DESCRIBE THE LOCATION/SERVICES/PURPOSE OF NEED:	The success of the approved Kitimat Airshed Impact Assessment Study hinges on obtaining field work derived soils and water quality information before freeze-up in 2013. This contract will ensure that the necessary information is collected in time to complete the rest of the impact assessment project after freeze-up, and into the winter – tentative project completion of late January, 2014.		
WHY CAN EXISTING STAFF RESOURCES NOT FILL THE NEED?	The provincial MOE staff contingent is not able to mobilize in time to complete the sampling prior to freeze-up 2013. In addition, the Province lacks the expertise to process, and analyze the samples to gain the necessary information to feed into the rest of the project.		
DESCRIBE THE IMPACT ON PROGRAM DELIVERY IF NOT APPROVED	The larger Kitimat Airshed Impact Assessment Study would be unacceptably delayed beyond the allotted time for completion.		

CORE POLICY COMPLIANCE CHECKLIST		Y	N	n/a
1.	If a Corporate Supply Arrangement (CSA) is available, are the goods or services being purchased through the CSA? (CPPM 6.3.2.c.2)	<input type="checkbox"/>	x	<input type="checkbox"/>
2.	For service contracts over \$100,000, has a Cost Benefit Justification (CBJ) been prepared? If yes, attach the CBJ and include in the contract file. (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	x
3.	If this contract is being direct awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date), the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.1.4)	<input type="checkbox"/>	<input type="checkbox"/>	x
4.	Can you confirm this contract does not constitute an employer/employee relationship ? (CPPM 6.3.1.7).	x	<input type="checkbox"/>	

BEST PRACTICES CHECKLIST		Y	N	n/a
1.	Has a Risk Assessment been prepared to determine the possible need for additional insurance requirements?	<input type="checkbox"/>	<input type="checkbox"/>	x

PROCUREMENT PROCESS - SEE FOOTNOTES FOR CODE DESCRIPTION			
<input type="checkbox"/> 100	OPEN COMPETITIVE PROCESS	<input type="checkbox"/> 204	DIRECT AWARD – CONFIDENTIALITY
<input type="checkbox"/> 200	DIRECT AWARD – PUBLIC SECTOR ORG.	<input type="checkbox"/> 205	DIRECT AWARD – NOTICE OF INTENT
x 201	DIRECT AWARD – SOLE SOURCE	<input type="checkbox"/> 206	DIRECT AWARD – NO JUSTIFICATION
<input type="checkbox"/> 202	DIRECT AWARD – EMERGENCY	<input type="checkbox"/> 207	DIRECT AWARD – UNDER \$25,000
<input type="checkbox"/> 203	DIRECT AWARD – SECURITY, ORDER	<input type="checkbox"/> 300	DIRECT INVITATION TO SELECTED VENDORS
<input type="checkbox"/> 400	SELECTED VENDOR FROM PRE-QUALIFICATION LIST	<input type="checkbox"/> 401	COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST
<input type="checkbox"/> 500	PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT	<input type="checkbox"/> 600	OTHER PURCHASE PROCESS
<input type="checkbox"/> 601	OTHER – CONTINUING AGREEMENTS		

If Direct Award, Contractor's legal name: Limnotek Research & Development Inc See your review.	
Address: 4035 W 14th Ave, Vancouver, BC V6R 2X3 Phone: (604) 222-3546	
Rational for Direct Award to this contractor: Overall project approved by LNG Board Sept 13. For the project to succeed, the field work component must occur before freezeup – contractor is mobilized already for other work in the same area. No other qualified contractor could mobilize in time.	
If a Direct Award was selected under <u>201</u> , <u>206</u> or <u>207</u> above, has your program used these services in the past year?	Y <input type="checkbox"/> N x
If yes:	
• Please state the end date of the previous contract and the contract value:	MOE-2013-00311
• Please state if the opportunity was competitively bid or direct awarded:	Emails
	Page 28

Will a Direct Award purchase obligate government to this vendor for future purchases or services? (e.g. licensing, maintenance, etc.)
Provide details::

Y ☐ N x N/A ☐

PART A CONTINUED – PLANNING

(See Instructions)

CONTRACT DETAILS

ANTICIPATED TERM OF AGREEMENT:		FROM DATE: September 19, 2013	TO DATE: December 31, 2013		
RECOVERABLE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
RECOVERED FROM (FULL NAME): AMOUNT OF RECOVERY: \$ PERCENTAGE: %					
ESTIMATED VALUE OF CONTRACT:		NOTE: LEGAL REVIEW IS REQUIRED FOR SERVICE CONTRACTS OVER \$250,000 OR WHEN MODIFICATIONS ARE MADE TO THE APPROVED TEMPLATES. HAS A LEGAL REVIEW BEEN OBTAINED? Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			
CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
048	2940A	30592	6001	2900000	\$99.000

CONTRACT CATEGORY - SEE FOOTNOTES FOR CODE DESCRIPTION

<input type="checkbox"/> GMA	<input type="checkbox"/> PRA	<input type="checkbox"/> BSA
<input type="checkbox"/> HR/LR	<input type="checkbox"/> PM	<input checked="" type="checkbox"/> OP
<input type="checkbox"/> IT	<input type="checkbox"/> COM	<input type="checkbox"/> OTH

AIT/TILMA EXCLUSION LIST - SEE FOOTNOTES FOR CODE DESCRIPTION

<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT	500 EXCLUDED – SECURITY, ORDER, ETC	<input type="checkbox"/>
<input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD	600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS	<input type="checkbox"/>
<input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE	700 EXCLUDED – PROCUREMENT OF PROTOTYPE	<input type="checkbox"/>
<input type="checkbox"/> 400 EXCLUDED – EMERGENCY	800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT	<input type="checkbox"/>

NOTE: If your Procurement Process changes to reduce the number of vendors given the opportunity to bid from that indicated in 'Procurement Process' section above, then the EA must approve the change in Part B before awarding the contract. EA approval can be by email as long as this document is included as an attachment to the email from the EA.

Provide details of Procurement Process change:

EXPENSE AUTHORITY APPROVAL email approval acceptable	
SIGNATURE	DATE
PRINT NAME	

EXECUTIVE APPROVAL (if required) email approval acceptable	
SIGNATURE	DATE
PRINT NAME	

PART B – AWARD

(Complete for new contracts only- See Instructions)

CONTRACTOR (FULL LEGAL NAME): : Limnotek Research & Development Inc [See your review.](#)

CONTRACTOR'S 'DOING BUSINESS AS' NAME (IF APPLICABLE):

ADDRESS: 4035 W 14th Ave, Vancouver, BC V6R 2X3

CONTRACT NUMBER: GS14EPD-088

PHONE NUMBER: :(604) 222-3546

EMAIL ADDRESS: cperrin@limnotek.com

WCB NUMBER:

CONFIRMATION OF CONTRACT DETAILS FROM PART A

Has there been any changes to the **value** or **term** of the contract from the 'Contract Details' section in Part A? Y ☐ N ☒

If no, then the Qualified Receiver/Contract Monitor is the only approval required below.

If yes, Expense Authority and Executive approval (if required in Part A) is required for an increase to the dollar value and an end date extending into an additional fiscal year.

TERM OF AGREEMENT:

From Date: September 18, 2013

To Date: December 31, 2013

Total Value: \$

CORE POLICY COMPLIANCE CHECKLIST

(for construction contracts click n/a where appropriate)

		Y	N	N/A
1.	For <u>service</u> contracts with an aggregate value over \$75,000, inclusive of all potential extensions, did you advertise on BC Bid ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	For <u>service</u> contracts between \$25,000 and \$75,000 did you use a competitive process that is appropriate to the value, complexity and profile of the business opportunity? Opportunities must be posted on BC Bid or at least three quotes must be obtained. (CPPM 6.3.2.c.5) Documentation of the procurement process is required in the working file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	For all contracts under \$25,000, did you compete to the extent reasonable and cost-effective? Documentation is required in the file.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	If a pre-qualification list of contractors was used, was the contract awarded through a competitive process as described in the list (for contracts over \$75,000, the opportunity must go to all vendors on the list) ? (CPPM 6.3.2.c.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	If the General Services Agreement or approved construction template was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.e.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g. frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	If sub-contractors will be providing any services, are they identified in Schedule C ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Has a Certificate of Insurance been requested confirming all applicable insurance as required in Schedule D ? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Will the contract be signed by both parties before the start date of the contract (the contractor must sign first)? (CPPM 6.3.3.e.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Is the contract written in the legal name of the contractor (do not write the contract in the name of an individual if the contract is with an organization)? (CPPM 6.3.3.e.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

1.	If a contractor is ineligible for WCB (including Personal Optional Protection), has the EA given approval to proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	If the contract crosses fiscal years, does Schedule A include language that work must not proceed in the new fiscal year until you have confirmed appropriation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Has a WorkSafe BC (WCB) clearance letter been obtained for inclusion in the contract file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	For contracts including travel expenses, have you attached the per diem rates as an appendix and referenced the appendix in Schedule B ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUALIFIED RECIEVER/
CONTRACT MONITOR

EXPENSE AUTHORITY (if required) email
approval acceptable

EXECUTIVE APPROVAL (if required) email
approval acceptable

Signature	Date
PRINT NAME	

Signature	Date
PRINT NAME	

Signature	Date
PRINT NAME	

PART C – MODIFICATIONS

(Complete for modifications of an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year – See Instructions)

CONTRACT NUMBER:	
------------------	--

MODIFICATION #:	
-----------------	--

REASON FOR MODIFICATION:

ORIGINAL CONTRACT TOTAL	\$
PREVIOUS CONTRACT TOTAL:	\$
MODIFICATION AMOUNT:	\$
NEW CONTRACT TOTAL:	\$

PREVIOUS CONTRACT TERM:	From:	To:
NEW CONTRACT TERM:	From:	To:

CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)		Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. CPPM 6.3.2.a.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the Modification Agreement and the clauses as stated in CPPM 6.3.3.e.9?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST

3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the Modification Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 20% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPENSE AUTHORITY APPROVAL email approval acceptable	
Signature	Date
PRINT NAME	

EXECUTIVE APPROVAL (if required) email approval acceptable	
Signature	Date
PRINT NAME	

FOOTNOTES FOR CODE DESCRIPTIONS

Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Open competitive process: An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid. Core policy requires an open competitive process for amounts over \$75,000.
200	Direct Award - Public sector organization: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	Direct Award - Sole source: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	Direct Award – Emergency: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	Direct Award - Security, order, etc.: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	Direct Award – Confidentiality: Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	Direct Award - Notice of Intent: A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$10,000, or a contract for services or construction valued at more than \$50,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required.
206	Direct Award - No justification: Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	Direct Award – Under \$25,000 – Contracts for acquisitions may be negotiated and directly awarded without competitive process where the value is less than \$25,000 for services and construction or less than \$10,000 for goods, and it is not reasonable or cost effective to openly compete the acquisition.
300	Direct Invitation to selected vendors: A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	Selected vendor from pre-qualification list: A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	Competition among vendors on a pre-qualification list: A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	Purchase from a Corporate Supply Arrangement: A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in CPPM 6.3.2 a (1) .
600	Other Purchase Process: Other recognized procurement process, such as the purchase card.
601	Other – Continuing Agreements: For second and subsequent years of multi-year agreements.
602	Other – Transfer Under Agreement: For grants (both Conditional and Unconditional), Transfers and Entitlements.

Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	Purchase subject to AIT: The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	Purchase below applicable AIT threshold: The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	Purchase of an exempted commodity/service: The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	Excluded – Emergency: A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	Excluded - Security, order, etc.: A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	Excluded - Product compatibility/exclusive rights: A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	Excluded - Procurement of prototype: The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	Excluded - Regional/Economic development: A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

Code Descriptions for STOB 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis. If the contract falls into more than 1 category, choose the predominant category.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

GMA (General Management Advice) – Contracts providing information for, or advice on, the planning and/or management of programs.

HR/LR (Human Resources & LR) – Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

IT (IT Consulting) – Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

PRA (Policy, Research and Analysis) – Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management.

PM (Project Management) – Contracts where an external project manager is hired to run a project or facilitate activities.

COM (Communications) – Contracts providing professional services related to the planning, writing, preparation or distribution of communications.

BSA (Business Support & Administrative) – Contracts where administrative support is supplied such as administrative service, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

OP (Operational) – Contracts where non consulting type work is being performed that is performing a service that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program.

OTH (Other) - Contracts which do not fall into any of the above categories.

Jim Standen

September 19, 2013

Signature _____ Date _____

PRINT NAME _____

[Signature]

Signature _____ Date _____

PRINT NAME _____

[Signature]

Signature _____ Date _____

PRINT NAME _____

PART C – MODIFICATIONS

(Complete for modifications of an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year – See Instructions)

CONTRACT NUMBER: GS14EPD-088

MODIFICATION #: _____

REASON FOR MODIFICATION:

ORIGINAL CONTRACT TOTAL	\$
PREVIOUS CONTRACT TOTAL:	\$
MODIFICATION AMOUNT:	\$
NEW CONTRACT TOTAL:	\$

PREVIOUS CONTRACT TERM:	From: _____ To: _____
NEW CONTRACT TERM:	From: _____ To: _____

CORE POLICY COMPLIANCE – MODIFICATIONS (See Instructions)		Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. <u>CPPM 6.3.2.a.11</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the <u>Modification Agreement</u> and the clauses as stated in <u>CPPM 6.3.3.e.9?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST				
3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate <u>expense authority</u> approved the Modification Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 20% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPENSE AUTHORITY APPROVAL email approval acceptable

[Signature]

Signature _____ Date _____

PRINT NAME _____

EXECUTIVE APPROVAL (if required) email approval acceptable

[Signature]

Signature _____ Date _____

PRINT NAME _____

Muir, Deanna CSNR:EX

From: Sharpe, Ian D ENV:EX
Sent: Wednesday, November 13, 2013 11:50 AM
To: Hofweber, Jim E ENV:EX
Cc: Gilmour, Lori ENV:EX; 'Chris Perrin'; Sharpe, Ian D ENV:EX
Subject: FW: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract
Attachments: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract edited by Perrin.docx

Jim: please sign this modification agreement on behalf of Jim Standen. Please call if you need more information.
Thanks.

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca

From: Chris Perrin [<mailto:cperrin@limnotek.com>]
Sent: Wednesday, November 13, 2013 11:38 AM
To: Sharpe, Ian D ENV:EX
Subject: RE: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract

Hi Ian;

Thanks for preparing the modification agreement. Edits are attached for your approval. If you accept all changes in track changes, its good to go for signing at your end.

Chris

From: Sharpe, Ian D ENV:EX [<mailto:Ian.Sharpe@gov.bc.ca>]
Sent: November-13-13 11:00 AM
To: Chris Perrin
Subject: FW: Modification Agreement Nov 13 Kitimat Airshed Soil&lakesamplingcontract

Chris: Please add your WCB #, edit the change in the service part if I missed something. Then sign, scan and send to Jim Hofweber for his signature on behalf of the province. Please cc Lori Gilmour and me when you do this.

Jim: When you get the signed version of this, please sign, scan and send back to me. I will then have it processed with the contracts people.

Thanks both!

Ian D. Sharpe RPBio
Regional Director MOE Environmental Protection Division
Box 5000 Smithers BC V0J 2N0
250-847-7251 (o) 847-7591 (fax) 250-877-9237 (cell)
ian.sharpe@gov.bc.ca



MODIFICATION AGREEMENT

Min Contract No.: GS14EPD-088
Resp: 2940A
Serv. Line: 30592
Stob: 6002
Project: 2900000
WCB No.: 325447
Modification No.: 01

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by

the Minister of Environment (the "Province") with the following specified address and fax number:

C/O Jim Standen, Assistant Deputy Minister
Ministry of Environment

Courier Address: 5th Floor - 2975 Jutland Road, Victoria, BC V8T 5J9
Mailing Address: PO Box 9339 Stn Prov Govt, Victoria, BC V8W 9M1
FAX NUMBER: 250-387-5669

(the "Province", "we", "us" or "our", as applicable)

AND

Limnotek Research & Development Inc.

4035 W 14th Ave Vancouver BC
V6R 2X3

604-222-3546 (O) 604-222-3577 (fax)

C/O Chris Perrin cperrin@limnotek.com

(the "Contractor", "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 13, 2013, contract number GS14EPD-088, a copy of which is attached as Exhibit 1 (the "Agreement"). (Note: or uniquely identify the contract in some other way)
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1) Part of the field work portion of the contract has resulted in savings. Some of these savings will be allocated to include the addition of laboratory analyses of lake water samples obtained during the previous field work. The contract maximum will not be exceeded with this change in scope.

The change in scope includes the cost of adding total nitrogen (TN) and total phosphorus (TP) to all DCAS sites and to the RTA sites that will be included in the MOE acidification study plus blanks and duplicates. Forty-two samples are estimated to be analyzed for TN and TP. The dollar amount is \$40.80/sample for an estimated fee of \$1713.60 to run all analyses. The lab fee for the TN and TP analyses will show as a separate line item on invoices.


- 2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 13th day of November 2013 on behalf of the Province by its duly authorized representative:

SIGNATURE _____

PRINT NAME Jim Hofweber
for Jim Standen Assistant Deputy Minister

SIGNED AND DELIVERED on the 13 day of November, 2013 by or on behalf of the Contractor (or by its authorized signatories if the Contractor is a corporation):

SIGNATURE  _____

PRINT NAME Chris Perrin