



## WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

257 | CS | 0917

The Contractor shall:

### 1 DEFINITIONS

Throughout this document, terminology is used as follows:

- "Construction Contract" means the legal agreement between the Ministry and a Construction Contractor, defining the works to be built, which the Consultant will be inspecting;
- "Construction Contractor" means the individual or company who has been awarded the "Construction Contract";
- "Consultant" means the successful Proponent to the preceding Request for Proposal who entered into this written Contract with the Ministry;
- "Ministry" means the Ministry of Transportation and Infrastructure (BC MoT);
- "Ministry Contact" means the person identified as such by the Ministry, who is authorized to act on behalf of the Ministry to represent the Ministry in matters related this Contract;
- "Ministry Representative" means the person designated as such by the Ministry to act as its sole judge of the contracted works or services, as to quantity, quality, suitability and progress.
- "must" or "mandatory" means a requirement that must be met;
- "Quality Assurance" means the process of evaluating overall product or service on a regular basis to provide confidence that the product or service will satisfy the relevant quality standards;
- "Quality Control" means the process of checking specific product or service results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory product or service performance;
- "should" or "desirable" means a requirement having a significant degree of importance to the objectives.

### 2 LOCATION OF THE SITE

The Project is located in the Pine Pass on Highway no. 97, 227 km north of Prince George, British Columbia and 83 km south-east of Chetwynd, British Columbia.

#### 2.1 Scope of Work

The Consultant will provide Ministry Representation /Project Supervision for the Grading, Paving and structural components of the Major Works Project Number 41233-0000 – Bennett Creek to Link Creek

- Mobilization and Demobilization
- Quality Management
- Contract Administration
- Coordination with Utility companies, i.e. BC Hydro, BCTC and Telus.
- Traffic Management review
- Review the Contractor's Construction Environmental Management Plan and ensure compliance
- Provide Grading, Paving (EPS) and Bridge Structure inspections of the Contractors works.
- Liaise with BC MoT Geotechnical Engineers or Reps
- Liaise with stake holders, Maintenance Contractor and others
- Participate in Design Reviews if required

## Works/Services Schedule

- Review any Contractor proposed Value Engineering Proposals
- Organize and participate in Partnering Session if required
- Geotechnical and EPS Pavement Testing service
- Smoothness testing service

The Ministry Contact may request that the Consultant perform additional work within the general area and of a similar scope to the main assignment. This work will be paid in accordance with the negotiated fees and disbursements.

In general, the Construction Contractor will provide quality control services and the Consultant will provide quality assurance and serve the role as Ministry Representative as referred to throughout the Construction Contract documents.

### 3 MINISTRY RESPONSIBILITIES

The Ministry will:

- provide copies of all relevant Construction Contract documents,
- provide a computer disk containing the design autocad drawings and CAiCE design model where applicable, and if available,
- provide all necessary standard Ministry Construction Record forms and templates, including, but not limited to:
  - H0177 –Work Order / Supplemental Agreement
  - H0008-Order To Suspend Work
  - H0228-Order to Resume Work
  - H0202-Ministry's Instruction
  - H0358-Extra Work & Provisional Sum Items - Daily Work Report
  - H0394a-Statutory Declaration-Contractor-Progress Payment/Holdback
  - H1080-Work Notification Lane Closure Request and Approval
  - H0203-Contractor's Declaration
  - H0428-Completion Certificate
  - H1108-List of Subcontractors and Suppliers (including Designated Subcontractors and Designated Suppliers)
  - Templates for Monthly Work Expenditure/Forecast Reports,
  - Template for a typical Completion Report and As-Built Drawings
  - Template outlining the Standard Ministry filing system
  - Template for a Pre-construction meeting agenda
  - approve payments to the Construction Contractor based on progress estimates that have been prepared, reviewed and certified by the Consultant,
  - review and participate in the resolution of any potential claims, disputes or changes that arise in the Construction Contract,
  - approve all Work Orders/Supplemental Agreements for the Construction Contractor that have been prepared, reviewed and certified by the Consultant,
  - provide guidance on the preparation of local minor works and services contracts (<\$25,000), BC Bid Contracts (<\$50,000),
  - Provide a MoT Traffic Engineer, to review the Contractors Traffic Management Plans.
  - provide limited training for the Progress Estimate System (PES) for the purpose of producing monthly progress estimates,
  - identify a gravel resource manager and perform Pit Manager responsibilities as defined in the Health, Safety and Reclamation Code for Mines in British Columbia,
  - conduct quality audits of the consulting services provided,
  - make payments to the Consultant for services performed in accordance with the Consulting Services Agreement,
  - make appointments as required under the terms of GC 5.01 of the Major Works General Conditions,

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## Works/Services Schedule

- identify a Safety Advisor, who will be a resource to the consultant on matters of occupational health and safety for the project,
- request the consultant perform additional work within the general area and of a similar scope to the main assignment.
- supplement partially with, or revert wholly to; Provincial resources should that resource become available to the Ministry.

## 4 CONSULTANT'S RESPONSIBILITIES

### 4.1 The Basic Requirements

In order to meet the basic requirements for this Assignment the Consultant must:

- ensure all Consultant work is timely, cost effective, and of high quality,
- provide all computer data files in a format that is compatible to Ministry's computer software:
  1. Earthwork volumes, if required compatible with CAiCE,
  2. CAiCE data file format is identified (named) according to the Ministry's standards (TAC 1270)
  3. Autocad drawings, Autocad 2007
  4. All other files, Office 2007 or Office 2003
- the consultant is encouraged to provide digital copies of project correspondence in pdf format i.e. weekly/monthly reports, Contractor correspondence etc) and maintain a digital filing structure in accordance with the Ministry's Standard filing system.
- provide the necessary vehicles, telephones, answering machines, fax machines, computers, office furniture, survey equipment, video cameras, digital cameras, stationary and other necessary support equipment in order to accomplish the work,
- ensure vehicles are clearly marked and have roto lights which are in accordance with Ministry standards,
- establish a field office in close proximity to the construction site from which the staff will be based and will be able to conduct their normal day to day work.

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### 4.2 Consultant's Specific Responsibilities

The Consultant must provide services that include retaining the necessary experienced staff in order to inspect, administer, supervise and provide management support for the activities of:

- the Construction Contractor to ensure compliance to the Construction Contract and to ensure the Construction Contractor delivers Approved Work and,
- the Consultant's own activities to ensure compliance to the Ministry's requirements.

The Consultant will provide Ministry Representation for the pre-construction, construction, paving and post-construction phases of the Construction Contract.

To accomplish this work, the Consultant will provide the following:

#### 4.2.1 Quality Management

The Consultant will create and implement a Quality Control Plan pertaining to the delivery of the Consultant's services in order to ensure the delivery of a quality, timely and cost effective product. The QC Plan shall be structured around the ISO 9001:2000 program (although ISO registration is not required).

The Consultant will also create and implement a Quality Assurance Plan. The QAP will address all items of work, processes and procedures on the Project.

The Consultant will use their own resources or the services of a sub-consultant to perform QA testing and will be responsible for the coordination of these activities.

#### 4.2.2 Pre-Construction

- Review the Construction Contract documents

## Works/Services Schedule

- Organize and chair a pre-construction meeting,
- Document and distribute the minutes of the pre-construction meeting,
- Ensure the Construction Contractor's submittals as required by the Construction Contract documents are in place prior to commencement of work.
- Organize and attend a partnering session as defined in the Construction Contract documents

### 4.2.3 During Construction

- Administer the Construction Contract in accordance with the General Conditions section of the Construction Contract,
- Implement the Quality Assurance Plan designed to ensure conformance to the Standard Specifications and Special Provisions components of the Construction Contract
- Advise the Ministry Project Manager and Ministry Contact immediately of changes in scope, time or budget of the Construction Contract,
- **maintain the following, as applicable to the project, on a daily basis:**
  - Daily Work (Equipment) Report
  - Project Diary
  - photograph and video documentation of the construction activities
  - project files
- **maintain the following, as applicable to the project, on a weekly basis:**
  - conduct and document weekly construction meetings with the Construction Contractor,
  - weekly construction/Quality Management status report,
  - electronically submit the minutes of the weekly construction meeting and weekly/monthly construction report to the Ministry Project Manager and Ministry Contact,
- **maintain the following, as applicable to the project, on a monthly basis:**
  - produce monthly Progress Estimate produced using the Ministry's Progress Estimate System (PES)
    - ensure that all project estimates have full backup documentation which is reproducible by the Ministry or any other party after the completion of the project,
    - conduct a monthly estimate meeting with the Construction Contractor,
    - submit the monthly progress estimate to the Ministry Project Manager for procurement,
    - negotiate, recommend prepare and submit accurate and timely Supplemental Agreements.
  - Produce a monthly Progress Report containing a concise description of the following issues:
    - summary of activities undertaken this month;
    - summary of activities planned for next month;
    - summary of the Contractor's schedule, including anticipated delays with explanation and proposed action plan to remedy;
    - major concerns
      - include several representative photos
  - submit monthly Consultant Expenditure Management Reports (EMR) to the Ministry Contact and Ministry Project Manager along with the following supporting documentation,
    - Material Cost Summary for materials supplied by the Ministry
    - Project Progress Graph created from the Contractor's cash flow projections,
      - Additions and Deletions/Overrun and Underrun Summary
  - Submit monthly Tool box meeting to the Ministry Safety Advisor.

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### 4.2.4 Post Construction

- prepare four (4) sets of construction Completion Reports and Record Drawings (formerly As-Built Drawings) (marked up), and submit to the Ministry within sixty (60) Days after the Completion

## Works/Services Schedule

- Certificate has been issued to the Contractor
- submits to the Ministry Project Manager in an organized and tidy manner all documentation, records, photographs, drawings, etc. for the project, and
- provide the final quantities and progress estimate within ~~sixty (60) days~~ ninety (90) days of the Actual Completion Date,

### 4.2.5 Consultant Staffing

The Consultant will retain and organize experienced staff to complete the pre-construction, construction, and construction close out phases according to the following criteria:

- provide a Consultant Manager who will be responsible to the Ministry for sufficiency and accuracy of all Services provided by the Consultant. Upon written approval from the Ministry Contact the Consultant Manager may be the same individual as the Consultant Project Supervisor,
- provide a Consultant Project Supervisor who will be designated as the “Ministry Representative” as referred to throughout the construction contract,
- provide a Consultant Project Supervisor-Surfacing. This category is to provide project supervision services for asphalt concrete paving (EPS)
- provide a Consultant Project Supervisor-Bridge Structures. This category is to provide project supervision for bridge structure construction.
- provide additional staff to assist the Construction Project Supervisor with the work. These individuals, Construction Supervisor Assistants, will provide support such as survey, inspection, progress estimate development and office administration,
- provide all quality assurance testing services in the lab and field for all the aspects of the work and shall be a flow through direct cost to the ministry, with no mark up by the consultant.

**The Consultant will not be permitted to replace, substitute or change any personnel during the term of this project without the prior written approval of the Ministry Contract Manager.**

<b>For Information Only: Current Approved Personnel</b>	
POSITION	Name
Consultant Project/Contract Manager	John Paley
Consultant Quality/Construction Manager	Mike Newton
Consultant Project Supervisor	Lloyd Moffatt
Project Assistant	John McNee & Greg Loewen
Project Supervisor -Bridges	Don Ngai
Project Assistant -Paving	Ron Rippon
Surveyor	Steve Clark & Will Allen
CAiCE Tech	Ken White
Off site Project Assistant	Richard Bush

### 4.2.6 Survey and Quantity Tracking

The Consultant will provide Survey services in accordance with the following criteria:

- all survey requirements must be in accordance with the requirements as defined in the Construction Contract documents for such items as:
  - monthly measurements for quantity
  - final measurements for quantity
  - quality assurance of Contractor’s layout to follow the typical section.
  - detailed survey for project completion if requested by the Ministry Contact.
  - all survey information must be provided to the Ministry in CAiCE format

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## Works/Services Schedule

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### 4.2.7 Site Safety

The Contracted Ministry Representative will have a complete knowledge, experience and understanding of:

- WCB Act and Regulation;
- Ministry's Standard Specifications Section 135 (SS 135); 2009
- Ministry's Health and Safety Program and Policies in the Workplace;
- Ministry's Traffic Management Guidelines for Work on Roadways; and
- Other applicable regulations for the particular work.

The Consultant will implement Quality Assurance processes on the day to day activities of the Construction Contractor to ensure conformance to the requirements. Any Safety issues and concerns will be reported to the Ministry Safety Advisor.

## 5 REVIEW OF PAYMENT SCHEDULE

The fees specified in the Payment Schedule (H-0461b) are open to re-negotiation as follows:

Fixed fees/lump sums: Are fixed for the term of the contract, unless a relevant scope change is requested by the Ministry.

Hourly fees:

- Are fixed for the first three (3) years.
- Thereafter may be renegotiated once annually, within 30 days of the anniversary of the execution of the Consulting Services Agreement.
- In the event that neither party requests a rate renegotiation within the above specified period, the current rates will remain in effect until the next anniversary of the execution of the contract.
- Unless the parties agree to a mutually acceptable alternative index, annual salary rate increases granted shall not exceed the percentage increase for the appropriate consulting industry (e.g. civil, geotechnical, structural, etc.), as determined by the annualized difference between the median "Total annual compensation by industry" for the two most recent APEGBC compensation surveys.

## 6 STANDARDS AND MANUALS

The Consultant is required to follow and adhere to the Ministry manuals as set out in the General Reference Documents of the Standard Specifications.

Additional relevant guidelines and manuals include:

- TAC Manual
- Ministry Design Manual
- Soil testing Manual
- Pavement Marking Manual
- Control of Erosion and Shallow Slope Movement Manual
- General Survey Guide. This manual has recently been rewritten and is available at the website below: [www.th.gov.bc.ca/publications/eng\\_publications/survey/General\\_Survey\\_Guide.pdf](http://www.th.gov.bc.ca/publications/eng_publications/survey/General_Survey_Guide.pdf)



**PAYMENT SCHEDULE**

**METHOD OF PAYMENT**

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

257 | CS | 0917

<b>Hourly Fees not to Exceed \$2,105,192.00</b>	
<b>Classification</b>	<b>Rate</b>
Consultant Manager	
Consultant Quality/Construction Manager	
Project Supervisor/ Ministry Rep	
Project Assistant Grading	
Project Assistant Paving	
Surveyor - 1 man	s.21
Survey - 2 man	
CAiCE Tech	
Off site Project Assistant	
Onsite Office Assistant	

**DISBURSEMENTS**

<b>Item</b>	<b>Amount</b>		<b>Description</b>
	<b>Rate</b>	<b>Maximum</b>	
Mobilization		\$47,680	All found, paid half at start up and half at completion.
Board and Lodging		\$163,800	Includes alternate accommodation and meals. To be prorated for shorter periods based on a 30 day month.
Board and Lodging Part Time Staff – Surveyor and Paving Assistant		\$28,420	All found.
Project Vehicles		\$164,500	All found, full time onsite. Prorated for shorter periods, based on 24 day month.
Office Space and Utilities		\$42,400	All found, can be prorated for shorter periods based on a 30 day month..
Survey Equipment Rental		\$68,000	All found, includes materials such as survey stakes. Paint and ribbon.
Trips to the Site	s.21	\$30,400	Includes travel, lodging and food allowance for Consultant and Quality/ Construction Manager.
Miscellaneous Expenses		\$44,618	Includes phones, onsite communications, computers, supplies, reproduction costs, etc. To be pro-rated for shorter periods.
Partnering Session (if required)		\$10,000	Based on actual costs with no markup. Invoices required. Includes meeting room rental and provided lunches.
Bridge Inspections		\$659,990	Based on Sub-consultants actual costs with no mark up. Invoices required.
Materials Testing & Geotechnical Services		\$360,000	Based on Sub-consultants actual costs with no mark up. Invoices required.
Environmental Services		\$275,000	Based on Sub-consultants actual costs with no mark up. Invoices required.

**FREQUENCY OF PAYMENTS**

The Contractor shall invoice the Province:

To be invoiced monthly, in arrears, for work completed to date.

**MAXIMUM AMOUNT PAYABLE**

Total payments shall not exceed \$ 4,000,000.00.

**PAYMENT SCHEDULE TERMS AND CONDITIONS**

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



This Amending Agreement, IS MADE THE 29 DAY OF NOV, 2010

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

Address 342- 447 Columbia Street, Kamloops, BC (hereinafter called the "Province")

V2C 2T3

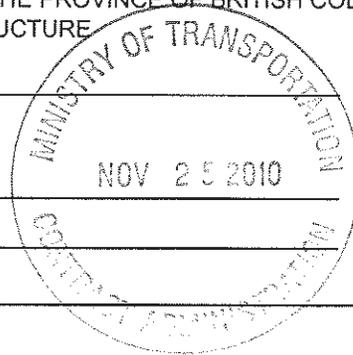
Postal Code

AND: R.F. Binnie & Associates Ltd.

Address #101 - 19232 Enterprise Way, Surrey, BC (hereinafter called the "Contractor")

V3S 6J9

Postal Code



WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 12 of November, 2009 for: Project Supervision on Hwy 97, Bennett Creek to Link Creek

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement: NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

(1) That the Agreement shall be amended as follows:

WORKS/SERVICES SCHEDULE

2.1 ADD: after first paragraph

Include the necessary experienced staff in order to direct, monitor, inspect, administer and supervise the activities of Day Labour.

4.2 ADD: new bullet

any required Day Labor works including procuring traffic control, first aide, labour and arranging for the hiring of equipment

4.2.7 ADD: new paragraph at beginning

Under the requirements of the Workers Compensation Board's Act and Regulation, the Ministry of Transportation and Infrastructure will be the owner and the Consultant will be the Designated Prime Contractor and must have a valid WCB Number.

PAYMENT SCHEDULE

Hourly Fees: Classification /Rate

ADD:

Project Supervisor/Ministry Rep - SYD

Project Assistant - SYD

Surveyor (2 Man) - SYD

s.21

INCREASE:

TOTAL HOURLY PAYMENTS:

s.21

not to exceed \$2,645,192.00

**DISBURSEMENTS  
ADD:**

Item	Amount		Description
	Rate	Maximum	
Mobilization - SYD	s.21	\$50,040.00	All found, paid half at start up and half at completion.
Board and Lodging - SYD		\$87,898.75	Includes alternate accommodation and meals. To be prorated for shorter periods based on a 30 day month.
Board and Lodging Part Time Staff – SYD		\$5,100.00	All found.
Project Vehicles		\$49,426.75	All found, full time onsite. Prorated for shorter periods, based on 24 day month.
Office Space and Utilities - SYD		\$7,200.00	All found, can be prorated for shorter periods based on a 30 day month..
GPS Survey Equipment Rental - SYD		\$14,400.00	All found, includes materials such as survey stakes. Paint and ribbon.
Trips to and from the Site - SYD		\$11,100.00	Includes travel, lodging and food allowance for Consultant and Quality/ Construction Manager.
Miscellaneous Expenses - SYD		\$19,834.50	Includes phones, onsite communications, computers, supplies, reproduction costs, etc. To be pro-rated for shorter periods.
Material & small equipment rentals		\$15,000.00	Based on actual costs with no markup. Invoices required.

**INCREASE**

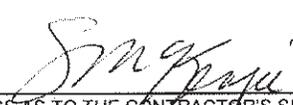
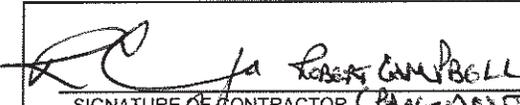
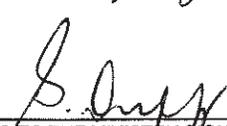
**TOTAL DISBURSEMENTS:** s.21 ) not to exceed \$2,154,808.00

**TOTAL CONTRACT PAYMENTS**

**INCREASE:** s.21 not to exceed \$4,800,000.00

(2) This amendment shall be effective August 16, 2010

That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN		AFFIX CORPORATE SEAL BELOW
 WITNESS AS TO THE CONTRACTOR'S SIGNATURE	 SIGNATURE OF CONTRACTOR (PRESIDENT)	
 WITNESS AS TO THE MINISTRY SIGNATURE	 SIGNATURE OF DELEGATED MINISTRY AUTHORITY	



# This Agreement,

MADE IN QUADRUPLICATE ON THE 12 DAY OF November, 2009

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

342 - 447 Columbia Street, Kamloops, BC  
Ministry Address

POSTAL CODE

V2C 2T3

(hereinafter called the "Province")  
OF THE FIRST PART

AND: R.F. Binnie & Associates Ltd.  
Name of consulting firm

#101, 19232 Enterprise Way  
Street or mailing address of consulting firm

POSTAL CODE

V3S 6J9

(hereinafter called the "Contractor")  
OF THE SECOND PART

Short Description: **Project Supervision on Hwy 97, Bennett Creek to Link Creek**

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 26, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DATE (yyyy/mm/dd)	COMPLETION DATE (yyyy/mm/dd)	ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT
2009/10/23	2012/03/31	<input checked="" type="checkbox"/> Terms and Conditions <input checked="" type="checkbox"/> Works/Services Schedule - H0461a <input checked="" type="checkbox"/> Payment Schedule - H0461b <input type="checkbox"/> Travel Expenses (Group I) - H0461c <input type="checkbox"/> Travel Expenses (Group II Mgmt) - H0461c-1 <input type="checkbox"/> Special Conditions (Engineering) - H0461d <input type="checkbox"/> Special Conditions (Information Systems) - H0461d-1 <input type="checkbox"/> Special Conditions (Surveying) - H0461d-2 <input checked="" type="checkbox"/> Insurance Specifications - INS-80 <input type="checkbox"/> Insurance Specifications Professional - INS-132 <input checked="" type="checkbox"/> Certificate of Insurance - H0111 <input type="checkbox"/> Privacy Protection Schedule
<b>TERMS AND CONDITIONS:</b>  <b>APPOINTMENT</b> 1. The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto.  <b>TERM</b> 2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.  <b>PAYMENT</b> 3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.		

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

AFFIX CORPORATE SEAL HERE ▼

[Signature]  
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]  
WITNESS AS TO THE MINISTRY SIGNATURE

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

[Signature]  
SIGNATURE OF CONTRACTOR (PRESIDENT)

[Signature]  
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

DISTRIBUTION: ORIGINAL-CONTRACT FILE, 1 COPY-CONTRACTOR, 1 COPY-ACCOUNTS PAYABLE, 1 COPY-CONTRACT ORIGINATOR

## TERMS AND CONDITIONS

### RECORDS

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

### INDEPENDENT CONTRACTOR

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

### REPORTS

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

### OWNERSHIP

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

### CONFIDENTIALITY

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

### ASSIGNMENT AND SUB-CONTRACTING

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

### CONFLICT

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

### INDEMNITY AND STANDARD OF CARE

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

### INDEMNITY AND STANDARD OF CARE Cont'd.

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

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

### TERMINATION

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

### NON-WAIVER

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

### APPROPRIATION

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

### REFERENCES

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

### NOTICES

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

### MISCELLANEOUS

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



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description: 257CS0917 - Project Supervision on Hwy 97 Bennett Creek to Link Creek	Brokers' Reference No.
	Award or Effective Date 2009-10-23 (yyyy/mm/dd)

**INSURED** Name \_\_\_\_\_  
Business Address \_\_\_\_\_

**BROKER** Name \_\_\_\_\_  
Business Address \_\_\_\_\_

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

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

Signature of person authorized to sign on behalf of Insurers certifying Page 1 and Page 2 of this Certificate \_\_\_\_\_  
Print or Type Name \_\_\_\_\_  
Date (yyyy/mm/dd) \_\_\_\_\_

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

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

**CONDITIONS APPLICABLE TO:  
COMMERCIAL GENERAL LIABILITY**

**1. Additional Named Insured Clause for Ministry Contracts**

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

**2. Extension of Coverage**

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

**3. Cross Liability**

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

**4. Exclusions Not Permitted**

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

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

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

**5. Products and Completed Operations Hazard**

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

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

**CONDITIONS APPLICABLE TO:  
PROPERTY TYPE OF INSURANCE POLICIES  
(WHERE IT IS A REQUIREMENT OF THE CONTRACT,  
AGREEMENT, LEASE OR PERMIT)**

**1. Additional Named Insured Clause**

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

**2. Loss Payable Clause**

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

**3. Waiver of Subrogation**

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

**CONDITIONS APPLICABLE TO:  
ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE  
ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O)  
INSURANCE**

**1. Cancellation**

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

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

or  
Ministry Representative, as noted in the contract.

**CONDITION APPLICABLE TO:  
PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS  
INSURANCE**

**1. Cancellation**

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



**LIABILITY INSURANCES**

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

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

**1. ISSUANCE OF INSURANCE**

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

**2. EVIDENCE OF COVERAGE**

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

Evidence shall be as follows:

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

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

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

**NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE**

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the

name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

**3. THIRD PARTY LIABILITY INSURANCE**

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

**EXTENSION OF COVERAGE**

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

**EXCLUSIONS NOT PERMITTED**

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

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

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

## DEDUCTIBLES

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

## A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

## ADDITIONAL CONDITIONS

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

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

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

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

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

4. **AUTOMOBILE LIABILITY INSURANCE**  
IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than **\$2,000,000.00** providing third party liability and accident benefits insurance must be provided for all these vehicles.
5. **PROTECTION AND INDEMNITY INSURANCE**  
IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than **\$2,000,000.00** for such vessels. Such Protection and Indemnity insurance shall include four-fourths collision liability insurance.
6. **AIRCRAFT INSURANCE**  
IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than **\$5,000,000.00** must be provided.
7. **NOTICE OF CANCELLATION, ETC.**  
The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:  
**The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.**
8. **USE AND OCCUPANCY**  
Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

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



This Amending Agreement, IS MADE THE DAY OF , 20

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

Address 342- 447 Columbia Street, Kamloops, BC (hereinafter called the "Province") V2C 2T3 Postal Code

AND: R.F. Binnie & Associates Ltd.

Address #101 - 19232 Enterprise Way, Surrey, BC (hereinafter called the "Contractor") V3S 6J9 Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 12 of November , 2009 for: Project Supervision on Hwy 97, Bennett Creek to Link Creek

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement: NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

(1) That the Agreement shall be amended as follows:

PAYMENT SCHEDULE

Hourly Fees:

INCREASE: s.21 not to exceed \$3,210,564.90

DISBURSEMENTS (Original)

INCREASE:

Board and Lodging Part Time Staff: s.21 not to exceed \$128,420.00
Project Vehicles: s.21 not to exceed \$172,891.00
Office Space and Utilities: s.21 not to exceed \$60,420.00
Survey Equipment Rental: s.21 not to exceed \$68,500.00
GPS Survey Equipment Rental: s.21 not to exceed \$23,040.00
Miscellaneous Expenses: s.21 o exceed \$63,865.75
Materials small equipment rentals: s.21 not to exceed \$20,289.25
Materials testing & Geotechnical Services: s.21 not to exceed \$660,000.00
Environmental Services: s.21 not to exceed \$365,000.00

DECREASE:

Board & Lodging: s.21 not to exceed \$134,550.00
Trips to the Site: s.21 to exceed \$29,309.40
Partnering Session: s.21 not to exceed \$2,000.00
Bridge Inspections: s.21 not to exceed \$589,990.00

**DISBURSEMENTS (SYD – Amend 1)**

**INCREASE:**

Project Vehicles SYD: s.21 not to exceed \$64,986.80

**DECREASE:**

Mobilization SYD: s.21 not to exceed \$25,020.00  
 Board & Lodging SYD: s.21 not to exceed \$80,748.80  
 Office Space & Utilities SYD: s.21 not to exceed \$4,140.00  
 Trips to and from the Site SYD: s.21 not to exceed \$5,500.00  
 Miscellaneous Expenses SYD: s.21 not to exceed \$13,034.10

**DELETE:**

Board & Lodging Part Time SYD s.21

**TOTAL DISBURSEMENTS**

**INCREASE:** s.21 not to exceed \$2,559,435.11

**TOTAL CONTRACT PAYMENTS**

**INCREASE:** s.21 not to exceed \$5,770,000.00

(2) This amendment shall be effective May 31, 2011, 2010

That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

<p>_____</p> <p>WITNESS AS TO THE CONTRACTOR'S SIGNATURE</p>  <p>_____</p> <p>WITNESS AS TO THE MINISTRY SIGNATURE</p>	<p>_____</p> <p>SIGNATURE OF CONTRACTOR</p>  <p>_____</p> <p>SIGNATURE OF DELEGATED MINISTRY AUTHORITY</p>	
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## **NOTICE TO CONTRACTORS**

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

The following website provides additional information on the Lobbyist Registration Act.

<http://www.ag.gov.bc.ca/lra/>