

# GENERAL SERVICE AGREEMENT



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## For Administrative Purposes Only

Ministry Contract No.: CEAOCS13-010

Requisition No.: 22893

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: Pierce Lefebvre Consulting

Supplier No.: 853473 - 001

Telephone No.: 604 224-0648

E-mail Address: piercelef@telus.net

Website: \_\_\_\_\_

### Financial Information

Client: 115

Responsibility Centre: 29901

Service Line: 70037

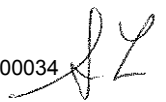
STOB: 6001/6002

Project: 2900300

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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
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- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

A handwritten signature in black ink, appearing to be 'SL', is located in the bottom right corner of the page.

THIS AGREEMENT is dated for reference the 19<sup>th</sup>, day of July , 2012.

BETWEEN:

Pierce Lefebvre Consulting (the "Contractor") with the following specified address and fax number:  
3705 West 18<sup>th</sup> Avenue, Vancouver, British Columbia  
V6S 1B3  
Fax: 604-224-5722

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Environment / Environmental Assessment Office (the "Province") with the following specified address and fax number:  
PO Box 9426 Stn Prov Govt, Victoria, British Columbia  
V8W 9V1  
Fax: 250-387-2208

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

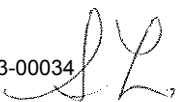
### General

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) "Project" means an activity to be undertaken pursuant to the contract, specifically Schedule A, which has been approved by the Province as evidenced by written notice from the Ministry representative;
- (f) "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;
- (g) "Services" means the services described in Part 2 of Schedule A;
- (h) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (i) "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 *Commercial 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

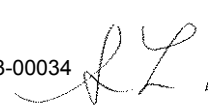
- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their 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*.

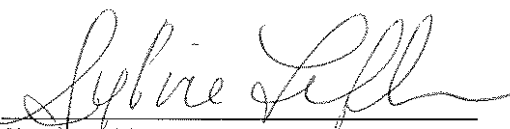

### 15 EXECUTION AND DELIVERY OF AGREEMENT

- 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>20<sup>th</sup></u> day of July, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Sylvie Lefebvre</u> _____ Print Name(s)</p> <p><u>Principal</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>25<sup>th</sup></u> day of July, 2012 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Scott Bailey</u> _____ Print Name</p> <p><u>Executive Project Director</u> _____ Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on July 23, 2012 and ends on March 31, 2014.

### PART 2. SERVICES:

#### Outputs

The Contractor must provide expert guidance and advice to the EAO to ensure that the work of the Mine Proponent (KGHM Ajax) meets the requirements of an Environmental Assessment under the *BC Environmental Assessment Act* (Act).

#### Inputs

The Contractor must be guided by the highest level of authority that can be found. BC Provincial Legislation, Regulation, Guidance documents and/or policies are preferred sources of guidance. Where such guidance is not available or appropriate, other forms of guidance may be acceptable, including, but not limited to: similar relevant guidance and information from jurisdictions outside BC, professional best practices, peer reviewed studies, and/or professional judgement of the Contractor.

Specific information that the Contractor must utilize in carrying out the required duties include:

- Project Description (Proposed Ajax Mine)
- EAO Fairness and Service Code
- AIR Template
- Section 11 Order
- General Ajax-related materials on the EAO website's Project Information Centre (e-PIC)
  - Includes documents developed by the proponent, EAO, Working Group, in addition to public comments, correspondence, and other project-related resources.
- Terms of Reference for the EA Working Group
- Terms of Reference for the Community Advisory Group.
- Public Comments as provided to EAO and CEA Agency during public comment periods  
[http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic\\_project\\_doc\\_list\\_362\\_p\\_pub.html](http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic_project_doc_list_362_p_pub.html)
- Various Drafts of the Public Comment Tracking Table and Working Group Tracking Table in MS Excel format
- Various Drafts of the AIR/EIS Guidelines
- List of Valued Components (VCs) proposed by the Proponent

#### 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:

#### Deliverables and Timing

The Contractor must provide the following deliverables on the corresponding schedule:

<u>Deliverable</u>	<u>Timing</u>
<b>Phase 1: dAIR/EIS Guidelines Review</b>	Specific date of review completion cannot be known. This is based on many factors, notably that this Phase is an iterative process. Early Fall 2012 is the current estimated time for completion of Phase 1.
<i>Task 1:</i> Populate Excel spreadsheet (issues tracking table) using instructions from EAO.	The following provides guidance for completion of specific tasks, but is subject to change:
<i>Task 2:</i> Comments, if required, related to the draft	

<p>AIR/EIS Guidelines document indicating issues, potential issues and changes required.</p> <p><i>Task 3:</i> Short summary document on conclusions and recommendations regarding the proponent's responses to comments in the draft AIR/EIS.</p> <p><i>Task 4:</i> Application Review Work Schedule to plan the activities necessary to complete Application Review. This will need to be developed in consultation with EAO and the Mine Proponent to ensure all relevant considerations are included.</p>	<p>Task 1: To be completed by approximately August 30, 2012.</p> <p>Task 2: To be completed by approximately September 30, 2012.</p> <p>Task 3: To be completed by approximately September 30, 2012.</p> <p>Task 4 to be completed within 14 days of the finalization of the dAIR/EIS Guidelines document.</p>
<p><b>Phase 2: Application Screening</b></p> <p><i>Task 1:</i> Complete Application screening and provide a short summary document outlining the Contractor's opinion as to whether or not identified socio-economic aspects (including all socio-economic VCs and inter-related non-socio-economic VCs) of the Application meet the requirements as outlined in task 1 above. This document will also include identification of any issues that are anticipated to arise during Application Review.</p>	<p>First day of screening is unknown as it is based on submission of Application by Proponent. Proponent currently states they expect to submit Application by end of 2012. This date can vary significantly, or an Application may never be submitted. Work in this phase is iterative.</p> <p>Task 1 must be completed 21 days after the Application Screening begins.</p>
<p><b>Phase 3: Application Review</b></p> <p>Task 1: Write the socio-economic sections of EAO's Environmental Assessment Report that summarizes the analysis and considers the interrelationship of other VCs across the five pillars (social, economic, environment, health and heritage). This will need to be based on standards that will be provided by EAO, and will be generally based on the guiding questions provided below.</p> <p>Task 2: Contribute to the development of the Table of Conditions that the Mine Proponent will draft in support of their Application.</p> <p>Task 3: Short summary document on conclusions and recommendations regarding the tasks and outputs.</p>	<p>Application submission date is unknown. It is expected that Tasks 1 &amp; 2 will be iterative and will be completed in final form within 150 days of an Application being submitted. Task 3 must be completed within 164 days of Application being submitted.</p>
<p>Regular or ad-hoc travel, meetings, conference calls, emails, and other forms of communication.</p>	<p>Ongoing and required as necessary.</p>



### **Option-to-Renew for Additional Projects**

Subject to satisfactory performance by the Contractor and availability of funding by the Province, the Parties may agree in writing to extend this Agreement. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

### **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:

<b>Appendix 1 – Engagement Letter</b>	<b>ATTACHED:</b>
<b>Appendix 2 – Solicitation document excerpt</b>	<b>ATTACHED:</b>
<b>Appendix 3 – Proposal excerpt</b>	<b>ATTACHED:</b>

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Sylvie Lefebvre
  - (b) Claude Pierce



## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$36,375.00 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. FEES:** \$34,365.00 <sup>+ 34,675.00</sup> *LY. JR.*

Charged at:

Sylvie Lefebvre: \$125.00 per hour

Claude Pierce: \$125.00 per hour

Editing and/or Graphics: \$80.00 per hour

### 3. EXPENSES: \$ \$1,700.00

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

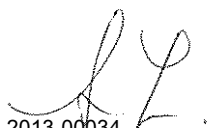
### 4. STATEMENTS OF ACCOUNT:

**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 (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological 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 HST 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) a description of this Agreement;
- (g) a statement 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. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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**Schedule C – Approved Subcontractor(s)**

(Attach list is applicable or not applicable)

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#### 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 Province of British Columbia 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 Province of British Columbia 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

### Definitions

1. In this Schedule,
  - (a) “access” means disclosure by the provision of access;
  - (b) “Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
  - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement

expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

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

#### **Storage and access to personal information**

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

#### **Retention of personal information**

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

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

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

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### **Compliance with the Act and directions**

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

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

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

### Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Schedule F – Additional Terms**

(Insert additional terms or not applicable)

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## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
- (c) “Information” means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) “Record” means a “record” as defined in the *Interpretation Act*;
- (e) “Sensitive Information” means
  - (i) Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other Information specified as “Sensitive Information” in Appendix G6, if attached; and
- (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor’s compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule



and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

### Termination of Agreement

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

### Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



Ref: 101756

July 19, 2012

Sylvie Lefebvre  
Principal  
Pierce Lefebvre Consulting  
3705 West 18<sup>th</sup> Ave  
Vancouver BC V6S 1B3

Dear Ms. Lefebvre

Thank you for your response to the Proposal for Socio-Economic Analysis regarding Proposed Ajax Mine Project (RFP-4863). I am pleased to award the contract to Pierce Lefebvre Consulting.

Lindsay McDonough, Project Assessment Officer, Jane Mayall, Project Administrative Assistant, and I form the team managing the environmental assessment (EA) for the proposed Ajax Mine Project. I will be the contract manager and main point of contact. Lindsay McDonough will be my backup and will also be in regular contact.

Please review the enclosed contract. Once satisfied, initial each page, sign two copies and return the originals to me. Please fax a copy of one of the signed signature pages so that we can execute the contract at our end to 250-356-7440.

As discussed, we have a planned meeting with the Proponent and their contractors on August 9, in Kamloops.

Once the contract is fully executed we will provide you with the materials required to undertake the work. After this information has been provided, we can discuss the need to meet either in person or by telephone – I suggest we do this either later in the week of July 23, or early in the week of August 7.

.../2

If you have any queries please contact me either at [Scott.Bailey@gov.bc.ca](mailto:Scott.Bailey@gov.bc.ca) or by phone at 250-356-1124. I look forward to working with you.

Yours truly,



Scott Bailey  
Executive Project Director

Enclosures: Contract

pc: Vickie Simpson  
BC Environmental Assessment Office



# Request for Proposals Socio-Economic Analysis Regarding Proposed Ajax Mine Project

Ministry of Environment/Environmental Assessment Office Request for Proposals Number: 4863

Issue date: June 19, 2012

**Closing Time:** Proposal must be received before 2:00 PM Pacific Time on: July 11, 2012

**GOVERNMENT CONTACT PERSON:** All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Scott Bailey, Executive Project Director, 836 Yates Street, Victoria, BC, V8W 1L8, 250-356-1124 (phone), 250-356-7440 (fax),  
[Scott.Bailey@gov.bc.ca](mailto:Scott.Bailey@gov.bc.ca)

## DELIVERY OF PROPOSALS:

Proposals are to be submitted to the closing location as follows:

**A.** Four complete hard-copies must be delivered by hand or courier to:

Environmental Assessment Office  
c/o 1st Floor 836 Yates Street  
Victoria, B.C. V8W 1L8  
Attention: Lindsay McDonough

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.

**OR**

**B.** One complete electronic proposal must be received in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.

## PROPOSERS' MEETING:

A Proponents' meeting will not be held.

## PROPOSER SECTION:

For hard-copy proposals, a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal. For electronic proposals, all parts of the Proponent Section (below) must be completed except the signature field, as the BC Bid e-bidding key is deemed to be an original signature. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	Authorized Representative phone, fax or email address (if available):

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## A. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "SSBC" means Shared Services BC of the Ministry of Citizens' Services;
- b) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;
- c) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- d) "Ministry" means Ministry of Environment/Environmental Assessment Office);
- e) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration; "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- f) "Mine Proponent" means the proponent of the proposed Ajax mine project
- g) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes SSBC and the Ministry;
- h) "Request for Proposals" or "RFP" means the process described in this document; and
- i) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form.

### 4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### 6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### 8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

### 9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

### 10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

### 11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### 12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### 13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

### 14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

### 15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of applicable taxes.

### 16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

#### **17. Sub-Contracting**

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, or other changes made, to this list in the Contract without the written consent of the Province.

#### **18. Acceptance of Proposals**

- d) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- e) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **19. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### **20. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix B.

#### **21. Liability for Errors**

While the Province has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

#### **22. Modification of Terms**

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

#### **23. Ownership of Proposals**

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

#### **24. Use of Request for Proposals**

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Province in relation to this Request for Proposals.

#### **25. Reciprocity**

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

#### **26. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province.

#### **27. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFP and use by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.



## B. Requirements and Response

### 1. Summary of Requirements

The Environmental Assessment Office (EAO) is seeking a third party review of the social and economic (socio-economic) aspects of the environmental assessment (EA) for the proposed Ajax Mine Project (Proposed Mine Project).

The Contractor is required to produce the social and economic sections of the Environmental Assessment (EA) Report for the Proposed Mine Project. In order to fulfil the requirements of the Contract, the Contractor must participate in reviews and analyses, on behalf of EAO, as well as provide advice to EAO, related to the Proposed Mine Project. Specifically, three phases of the environmental assessment (EA) process are the focus of this RFP and any resultant contract: review and comment on Draft Application Information Requirements/ Environmental Impact Statement Guidelines; Application Screening; and, Application Review. The Contractor is expected to provide expert guidance and advice to the EAO to ensure that the work of the Mine Proponent (KGHM Ajax) meets the requirements of an Environmental Assessment under the *BC Environmental Assessment Act* (Act).

EAO requires that the Contractor's work be guided by the highest level of authority that can be found. BC Provincial Legislation, Regulation, Guidance documents and/or policies are preferred sources of guidance. Where such guidance is not available or appropriate, other forms of guidance may be acceptable, including, but not limited to: similar relevant guidance and information from jurisdictions outside BC, professional best practices, peer reviewed studies, and/or professional judgement of the Contractor.

### 2. Key EA terminology

- a) Application Information Requirements/Environmental Impact Study Guidelines—the federal government title of the document (AIR/EIS Guidelines): the AIR/EIS Guidelines document specifies the information required to be provided by the Proponent in their Application for an environmental assessment certificate (EA) – see page 2 of the AIR/EIS Guidelines template.
- b) Community Advisory Group (CAG): The CAG is a group of citizens that represent various community associations and interest groups in the vicinity of the proposed Ajax Mine project. The CAG was created to: 1) provide a forum for meaningful dialogue and input into the environmental assessment of the proposed Ajax Mine project; 2) to obtain and provide rigorous review of information regarding the proposed Ajax Mine project; 3) to provide input into and promote effective communication and engagement between government and specific interest groups and the general public regarding the proposed Ajax Mine project; and 4) to foster collective learning about environmental assessment and the proposed Ajax Mine project.
- c) Cumulative environmental effects and assessment: cumulative effects consist of both direct environmental effects and indirect social and economic effects caused by an activity in association with other, past, present and future human activities. Cumulative effects assessment is required to ensure that the incremental effects resulting from the combined influences of various activities are considered. These combined effects may be significant

even though the effects of each action, when individually assessed, are considered insignificant. Cumulative effects assessment includes effects that are likely to result from the proposed project in combination with other projects or activities that have been or will likely be present in a reasonable temporal and spatial scale. — see page 39 of the AIR template.

- d) Indicator: In order to assess impacts to specific Valued Components (VCs), assessors often define indicators that are able to measure some element of the broader VC that would not be explicitly measureable in and of itself (e.g. three indicators that could be measured to provide an indication of “traffic and noise” may be noise pollution, traffic flow, and traffic volume);
- e) Significance Analysis: significance of effects (magnitude, geographic extent, duration and frequency, reversibility, context and probability)-- see p. 21 and 37 of the AIR template;
- f) Table of Conditions: This table outlines the conditions (e.g., mitigation strategies, monitoring, etc.) that the proponent must comply with if an environmental assessment certificate is issued for a proposed project;
- g) Valued Component (VC): VCs are the environmental, economic, social, heritage or health elements/aspects that are considered important by the proponent, public, First Nations, scientists and government agencies in the assessment process;
- h) Working Group: For environmental assessments, a working group is formed to advise EAO about issues related to the assessment of the proposed project and to provide vital assistance in assessing the adequacy of any proposed mitigation measures. The working group includes representatives of the Canadian Environmental Assessment Agency, federal and provincial government agencies, First Nations, and local governments. When appropriate, officials from neighbouring jurisdictions may also be invited to participate.

### 3. Background

#### *Environmental Assessment Office*

The EAO is a neutral BC Government agency established by and tasked with administering the *Environmental Assessment Act* (Act). The EAO leads an independent and respected environmental assessment (EA) process that is inclusive and transparent, and contributes to British Columbia’s economic, social, and environmental sustainability. The EA process is guided by a variety of policies and procedures that ensure each assessment meets the requirements of the Act while fulfilling EAO’s guiding principles of fairness, transparency, inclusiveness, comprehensiveness, and efficiency.

The EAO is responsible for:

- assessing potential adverse environmental, economic, social, heritage and health effects of proposed projects that are reviewable under the Act (EAO refers to these as the “five pillars”);
- assessing the adequacy of measures proposed to prevent or reduce adverse effects; and,
- providing oversight to ensure that reviewable projects are in compliance with the Act and their Environmental Assessment Certificates.

#### *Overview of Proposed Mine Project*

The Proposed Mine Project is a 60,000 tonne per day, open-pit copper-gold mine proposed by KGHM Ajax Mining Inc., located partially within the City limits of Kamloops. The proposed Project requires an EA certificate under the Reviewable Projects Regulation because it is a new mine facility that, during operations, will have a production capacity of greater than 75,000 tonnes per year of mineral ore. See the Project Description on the EAO website for additional project-specific details: [www.eao.gov.bc.ca](http://www.eao.gov.bc.ca). Some of

the key issues identified to date include: potential impacts from increased dust, noise, and vibration; water management; potential negative visual impacts; potential impacts to real estate values; and potential impacts to tourism (e.g. City 'brand' value).. A review of the public comments and the tracking table will provide more details on the issues identified.

The Proposed Mine Project is located within Secwepemc territory. The Kamloops and Skeetchestn Indian Bands are located in closest proximity to the proposed Project and are both participating in the EA. The EAO is required to consult with these two Bands.

#### *Environmental Assessment Process*

The Proposed Mine Project is currently in the pre-Application stage of the EA and is subject to a coordinated federal-provincial EA led by the EAO and the Canadian Environmental Assessment Agency (CEA Agency). The Mine Proponent is working under EAO's direction towards finalizing the draft Application Information Requirements/Environmental Impact Statement Guidelines (draft AIR/EIS Guidelines), which provide the terms of reference for the development of an Application for an environmental assessment..

Once the AIR/EIS Guidelines document is issued by EAO/CEA Agency, the Mine Proponent will complete the studies and collect the information necessary to prepare their Application, as required by the AIR/EIS Guidelines. An application submitted to EAO/CEA Agency will undergo an initial screening (within a timeframe of 30 days) for assessing completeness of the information required. If the Application is accepted as complete, it will be reviewed by EAO and CEA Agency within a legislated timeframe of 180 days. Both parties will analyze all information and will each submit a report summarizing the findings and their recommendations to their provincial and federal ministers, respectively, for a decision.

In conducting the review, EAO engages all levels of government (local, provincial, federal, First Nations) through a Working Group whose purpose is: (1) to provide a forum for the discussion of technical issues associated with the proposed Project; and (2) to assist in the resolution of issues by providing guidance and advice to EAO, CEA Agency, and the Mine Proponent.

Additionally, a Community Advisory Group has been formed by EAO to work directly with interest groups for input and dialogue into the environmental assessment of the proposed Mine Project. Current membership includes representatives from sixteen local interest groups.

#### *Key resources available as context for this RFP process:*

- Project Description (Proposed Ajax Mine)
  - The EAO uses the project description to determine whether the project, or a component of the project, (1) falls within a category of projects that is "reviewable" under the Reviewable Projects Regulation, and (2) meets the environmental assessment review threshold for that category.
- EAO Fairness and Service Code
  - Provides an understanding of what can be expected during a provincial environmental assessment.
- AIR Template
  - Provides a common framework for identifying the information to be collected and analysis to be conducted in an environmental assessment, and to ensure that the Application follows the same format and requirements for content.
- Section 11 Order

- This document specifies the scope, procedures and methods by which a review must be conducted.
- General location of Ajax-related materials on the EAO website's Project Information Centre (e-PIC)
  - Includes documents developed by the proponent, EAO, Working Group, in addition to public comments, correspondence, and other project-related resources.
- Terms of Reference for the EA Working Group [See Attachment 1]
- Terms of Reference for the Community Advisory Group.
- Public Comments as provided to EAO and CEA Agency during public comment periods  
[http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic\\_project\\_doc\\_list\\_362\\_p\\_pub.html](http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic_project_doc_list_362_p_pub.html)
- \*First Draft of the Public Comment Tracking Table and Working Group Tracking Table in MS Excel format (Version X.X, DATE) [see Attachment 2]
  - These tables were developed by the Proponent and include comments from the public and Working Group.
  - Upon award of the contract, the Contractor will receive a version with responses developed by Proponent.
- \*Draft AIR/EIS Guidelines (Dated January 11, 2012)  
[http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic\\_project\\_doc\\_list\\_362\\_p\\_tor.html](http://a100.gov.bc.ca/appsdata/epic/html/deploy/epic_project_doc_list_362_p_tor.html)
  - This version has been updated by the Proponent based on comments from the public, Working Group and First Nations up to the end of the Public Comment Period (March 27, 2012).
  - Upon award of the contract, the Contractor will receive an updated version to reflect comments and responses developed by Proponent.
- List of Valued Components (VCs) proposed by the Proponent [see Attachment 3]

\*The Mine Proponent is currently developing updated versions of the Tracking Tables and draft AIR/EIS Guidelines that will include their responses to the issues as identified in the version of the Tracking Tables provided for this review. The Contractor will be provided with the updated versions of Tracking Tables and draft AIR/EIS Guidelines to perform the services required under this RFP. The Environmental Assessment Application will be provided to the Contractor once the Mine Proponent submits it to EAO.

#### 4. Requirements

The Contractor will review relevant sections for documents generated by the Mine Proponent during the following three phases of work regarding the proposed Mine Project: Review and Comment on Draft AIR/EIS Guidelines); Application Screening; and Application Review. An overview of each phase is described below along with specific tasks and deliverables expected from the Contractor. For a more detailed description of the EA process, please view: [http://www.eao.gov.bc.ca/ea\\_process.html](http://www.eao.gov.bc.ca/ea_process.html).

##### PHASE 1 – Review and Comment on the Draft AIR/EIS Guidelines:

The AIR/EIS Guidelines is a document prepared by the Mine Proponent under the direction of EAO/CEA Agency that specifies the information to be gathered and baseline studies to be conducted, including methodologies to be used, as a basis for the identification and assessment of potential impacts and the development of mitigation measures discussed in the Application.

In order to inform the AIR/EIS Guidelines, the EAO and CEA Agency will consider comments from the public, federal and provincial experts, representatives of local governments, and First Nations. The Mine

Proponent is required to organize and respond to all such comments in 'tracking tables' that outline related changes made to the draft AIR/EIS Guidelines.

EAO and CEA Agency then work with the Working Group and the Community Advisory Group to assess whether the responses by the Mine Proponent adequately reflect and respond to the comments received.

For detailed information on the dAIR/EIS Guidelines, RFP Proponents are required to be familiar with the AIR template as noted in the *Key Resources Section* of this document.

*Contractor's Tasks:*

- 1) Travel to Kamloops to meet with EAO, Mine Proponent and their consultants, to receive an overview of the socio-economic work that is completed and planned. Anticipate one day, including overnight stay.
- 2) Assess the adequacy of the responses provided by the Mine Proponent on the socio-economic components of the public and working group issues tracking tables. This will include all of the socio-economic Valued Components (VC's) and any other VC's that have an inter-relationship with socio-economic impacts. *The most current version of the tracking tables will be provided upon contract award.*
- 3) Assess the adequacy of the responses provided by the Mine Proponent on the socio-economic sections of the most current version of the draft AIR/EIS Guidelines document. *The most current version of the draft AIR/EIS Guidelines document will be provided upon contract award.*
- 4) Work with EAO/ CEA Agency, Mine Proponent, Working Group, and the Community Advisory Group to clarify concerns and identify solutions to issues that impede successful completion of tasks 1 and 2 above. *Communication will generally be by telephone or email at this stage.*
- 5) Other tasks, as required, to complete this phase of the work.

*Outputs:*

- 1) Populated Excel spreadsheet (issues tracking table) using instructions from EAO.
- 2) Comments, if required, related to the draft AIR/EIS Guidelines document indicating issues, potential issues and changes required.
- 3) Short summary document on conclusions and recommendations regarding the proponent's responses to comments in the draft AIR/EIS.
- 4) Application Review Work Schedule to plan the activities necessary to complete Application Review. This will need to be developed in consultation with EAO and the Mine Proponent to ensure all relevant considerations are included.

The following will help guide the work required in Phase 1:

*Instructions for Populating Tracking Table spreadsheet:*

1. Review the version of the draft AIR/EIS Guidelines as provided.
2. In the Excel spreadsheets that are provided, two columns have been created for use by the Contractor.
  - a. The first column is a drop down list to identify the type of input you are providing as one of the following:
    - i. Where you advise that the "Mine Proponent's response is complete" and appropriately considers the issue or public comment;

- ii. Where you advise that the “Mine Proponent response is incomplete” and does not appropriately consider the issue or public comment. In this situation we ask that you provide your rationale in the second column to support this advice;
- a. iii. Where you advise the “EAO to consider or seek additional qualification of the issue or public comment from an outside resource.” In this situation, we ask that you state why additional information is used and offer suggestions on improvements. No new rows or columns shall be added to the spreadsheet without discussion with EAO.

*Guiding Questions for this task include, but may not be limited to:*

- Are the key valued components (VCs) and associated indicators present and defined?
- Are the identified valued components (VCs) and associated indicators assessable?
- Are the proposed studies appropriate?
- Will planned studies and information provided be adequate to assess significance and cumulative effects?

### PHASE 2 - Application Screening:

The Application Screening includes evaluation by the EAO and CEA Agency, within 30 days, to determine whether the Application provides information on all socio-economic matters required by the AIR/ EIS Guidelines (including proposed commitments by the proponent to address any potential adverse effects).

It is not a certainty that the Mine Proponent will submit an application. If no application is submitted, this phase of the contract will not be required.

#### *Contractor's Tasks:*

1. Determine whether the required socio-economic information as detailed in the AIR/EIS Guidelines is contained in the Application in sufficient detail to conduct a detailed review of the Application, including significant adverse effects and cumulative effects. The successful RFP bidder will need to complete this work within 21 days of the Application being provided.
2. Work with EAO/ CEA Agency, Mine Proponent, Working Group, and the Community Advisory Group to clarify concerns and identify solutions to issues that impede successful completion of task 1 above. *Communication will generally be by telephone or email at this stage.*
3. Other tasks, as required, to complete this phase of the work.

#### *Outputs:*

1. Short summary document outlining the Contractor's opinion as to whether or not identified socio-economic aspects (including all socio-economic VCs and inter-related non-socio-economic VCs) of the Application meet the requirements as outlined in task 1 above. This document will also include identification of any issues that are anticipated to arise during Application Review.

The following will help guide the work required in Phase 2:

*Guiding questions for this task include, but may not be limited to:*

- Does the Application meet the AIR/EIS requirements?
- Are the baseline study and assessment methods described?
- Are potential socio-economic effects and associated indicators adequately discussed?
- Are linkages identified between valued components and the five pillars appropriate?

### PHASE 3 - Application Review:

When an EA Application is accepted, EAO has a maximum of 180 days to complete its review. This time limit begins when EAO has notified the proponent that the Application has been accepted for review and the Mine Proponent has provided all the copies of the Application that it has requested. The EAO will also require the Mine Proponent to distribute copies to other review participants, including the working group, First Nations, and others invited to partake in the review.

During the Application Review, the public is provided an opportunity for input on the Proposed Mine Project. Based on this input and that of the Working Group and First Nations, the EAO and CEA Agency work with the Mine Proponent and interested parties to resolve outstanding issues and concerns wherever possible. This may include: securing further conditions or modifications to the proposed Mine Project, including the need for additional information or analysis and/or other changes to ensure the Application meets EAO and CEAA requirements.

It is not a certainty that the Mine Proponent will submit an Application. If no Application is submitted, this phase of the contract will not be required.

#### *Tasks:*

1. Review and summarize the socio-economic sections of the Application to determine the adequacy of information presented and methods used.
2. Work with EAO/ CEA Agency, Mine Proponent, Working Group, and Community Advisory Group to identify/ resolve issues or gaps, and provide guidance to help ensure the correct information is identified, collected and/or presented to resolve issues or gaps. This will include consideration of input provided by the public during the Public Comment Period that will be held during the Application Review Stage.
3. Travel to Kamloops may be required on up to two occasions for two nights each to meet with any of the above noted groups, or individuals from those groups.
4. Others tasks, as required, to complete this phase of the work.

#### *Outputs:*

1. Write the socio-economic sections of EAO's Environmental Assessment Report that summarizes the analysis and considers the interrelationship of other VCs across the five pillars (social, economic, environment, health and heritage). This will need to be based on standards that will be provided by EAO, and will be generally based on the guiding questions provided below.
2. Contribute to the development of the Table of Conditions that the Mine Proponent will draft in support of their Application.
3. Short summary document on conclusions and recommendations regarding the tasks and outputs.

The following will help guide the work required in Phase 3:

#### *Specific questions to guide this review include, but may not be limited to:*

- Are assessment methods adequately defined and described?
- Are potential effects to VCs and indicators adequately discussed and assessed with reasonable conclusions?

- Are linkages identified between VCs, where appropriate (and across EAO's 5 pillars)?
- Is the measure used to assess baseline information and impact projects appropriate?
- Do proposed mitigation measures appropriately address potential effects?
- Does the suggested Table of Conditions as presented by the Mine Proponent contain appropriate conditions at an appropriate level?
- Are cumulative effects adequately discussed and assessed?
- Are the conclusions on significance reasonable?
- In all cases above, what information should the Mine Proponent provide to EAO to ensure the information and conclusions are adequate?

### *Contract Scope and Budget*

A budget is not being proposed by EAO. As noted in Section 5 under Criteria, the proponent will be required to provide a budget breakdown organized by the three phases of work and the tasks and outputs identified in Section 4 (Requirements).

A list of key milestones and timelines relevant to completion of the contract are detailed in Table 1 below.

Table 1

<b>Milestones</b>	<b>Date</b>
RFP advertised	June 19, 2012
RFP closing	July 11, 2012
Successful contractor selected and advised	July 17, 2012
Contract review/issues discussions and contract finalization	July 19, 2012
Phase 1: dAIR/EIS Guidelines Review begins	July 20, 2012
Contractor meets with EAO and the Mine Proponent to receive an overview of the socio-economic components of EA and related information and studies (in Kamloops).	July 25, 2012 (approximate)
Complete dAIR/EIS Guidelines Review and submit Report on dAIR/EIS Guidelines Review	Specific date of review completion cannot be known. This is based on many factors. Early Fall 2012 is the current estimated time for completion of this milestone.
Develop Application Review Work Schedule (milestones and key tasks)	Within 14 days of the finalization of the dAIR/EIS Guidelines document.
Phase 2: Begin Application Screening	First day of screening is unknown as it is based on submission of Application by Proponent. Proponent currently states they expect to submit Application by end-of 2012. This date can vary significantly, or an Application may never be submitted.
Complete Application Screening	21 days after Application Screening begins.
Phase 3: Application Review	Application submission date is unknown. It is expected that this work be completed within approximately 150 days of Application being submitted.



Submission of Chapters for Assessment Report	It is expected that this work be completed within approximately 150 days of Application being submitted. Exact dates to be discussed with EAO during the development of the Application Review Work Schedule.
Completion of Contract	March 31, 2014

## 5. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

### 5.1 *Mandatory Criteria*

Proposals that do not meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria	
a)	The proposal must be received at the closing location before the specified closing time.
b)	The proposal must be in English and may be sent as electronic copy (by e-mail) or delivered as hard copy. If hard copy is chosen, four copies must be delivered. For electronic copies, only one copy needs to be submitted.
c)	Electronic copies of the proposal must be submitted in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.
d)	The proposal should be a maximum of 10 pages not including appendices.
e)	The proponent must meet the Insurance and General Liability requirements as specified in the attached General Service Agreement.
f)	The proposal must provide a clear breakdown of pricing by the three phases of work and be organized by task, as outlined in the document.

### 5.2 *Desirable Criteria*

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria.

Criterion	Weight
Experience/qualifications of the Proponent and Team:	50
Proposed Project Approach/Methodology:	20
Price:	30
<b>TOTAL</b>	<b>100</b>

On the basis of the information received, the EAO may select the proponent whose proposal represents the best overall value as solely determined by the EAO or its representatives, and discuss the terms and conditions which would govern any resulting contract. Best value will include, but is not limited to:

- The Proponent's relevant experience, capability, and qualifications in effectively providing comparable services on other similar studies;
- The Proponent's plan to provide the required services; and
- The Proponent's financial proposal including payment terms.

The EAO, as a result of issuing this RFP, has no obligation to award a contract, is not bound to select the lowest priced proposal, and reserves the right to reject any and all proposals. The EAO may also select only certain tasks or deliverables to be awarded as a contract. In no event will the EAO be responsible for costs of proposal preparation, submission or any other activities such as presentations or interviews related to the selection process. Proposals will not be returned.

Best efforts will be made to ensure that all proposals submitted by Proponents will be held in strict confidence. However, the EAO may reproduce any of the Proponent's proposal and supporting documents for internal use by the EAO in the selection process or for any other purpose required by law.

## 6. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration.

- a) All pages should be consecutively numbered.
- b) The proposal should be a maximum of 10 pages, not including appendices.
- c) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions.
- d) Proposals may be submitted electronically or as hard copy.
- e) Pricing should include Fees and Expenses and should be organized to show price by phase and task, and total price for work.
- f) Key staff and other resources, along with hourly charge-out rates, shall be clearly indicated.

## 7. Proponent Response

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

### *Experience / qualifications of the proponent and team:*

The Contractor will have a sound understanding of the field of socio-economic impact assessment and methodology development or evaluation of socio-economic impact assessment. Key capabilities that the evaluation will consider include:

- Identification of the physical and personnel resources available to the proponent to facilitate the completion of the project;

- Clear articulation of relevant experience and qualifications of team members that will actually perform the work;
- Identification of which team members will be assigned to specific tasks and their approximate level of effort;
- The following are areas of expertise that will be evaluated for the team:
  - Experience with similar work;
  - Experience with socio-economic methodology as well as analysis and evaluation of socio-economic, impact assessment;
  - Experience with environmental assessment;
  - Experience with BC EA process;
  - Experience assessing effects for significance, including the inter-relationships between Valued Components;
  - Experience assessing the specific Valued Components as outlined in the Request for Proposals; and
  - Experience writing reports, conclusions and analysis summaries.

***Proposed project approach/methodology:*** The Contractor will demonstrate a clear understanding of the necessary work. Key aspects of the approach and methodology will be evaluated considering:

- Demonstrated understanding of the scope of work, and requirements at each stage;
- Demonstrated understanding of the requirements for an effective socio-economic assessment of a complex mining project;
- Demonstrated understanding of the best practices for socio-economic assessment;
- Clear identification of the methodology to complete the work, including timelines and necessary resources, communication approach and schedule;
- Demonstrated commitment to successfully complete the project on time and on budget; and
- Clarity of the proposal.

***Price:***

- Pricing should include Fees and Expenses and should be organized to show price by phase and task, and total price for work.

## **8. Option to Renew for Additional Project Work**

The Contract will contain an *'option to renew'* clause whereby the EAO reserves the right to renew but is under no obligation to renew the Contract for additional Projects, subject to funding and satisfactory performance of the Contractor. As renewal is not assured, Proponents are cautioned to prepare their price on the basis of a single Project contract only. Should the option-to-renew be exercised, the bid rate or bid price is expected to remain unchanged in the subsequent Project unless, in the EAO's sole opinion, a negotiated rate change is warranted.

## **Appendix A      Contract Form**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province in accordance with the terms of the attached draft General Service Agreement and Schedules (see Attachment 4).

### **Summary of Attachments:**

- Attachment 1 – Terms of Reference for the EA Working Group
- Attachment 2 – Draft Public Comment and Working Group Tracking Table
- Attachment 3 – List of Valued Components (VCs)
- Attachment 4 – Draft General Service Agreement

FILE COPY



# Request for Proposals Socio-Economic Analysis

## Regarding Proposed Ajax Mine Project

Ministry of Environment/Environmental Assessment Office Request for Proposals Number: 4863

Issue date: June 19, 2012

Closing Time: Proposal must be received before 2:00 PM Pacific Time on: July 11, 2012

**GOVERNMENT CONTACT PERSON:** All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Scott Bailey, Executive Project Director, 836 Yates Street, Victoria, BC, V8W 1L8, 250-356-1124 (phone), 250-356-7440 (fax),  
Scott.Bailey@gov.bc.ca

### DELIVERY OF PROPOSALS:

Proposals are to be submitted to the closing location as follows:

A. Four complete hard-copies must be delivered by hand or courier to:

Environmental Assessment Office  
c/o 1st Floor 836 Yates Street  
Victoria, B.C. V8W 1L8  
Attention: Lindsay McDonough

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.  
OR

B. One complete electronic proposal must be received in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.

### PROPOSANTS' MEETING:

A Proponents' meeting will not be held.

### PROPOSER SECTION:

For hard-copy proposals, a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally signed and completed page with the first copy of the proposal. For electronic proposals, all parts of the Proponent Section (below) must be completed except the signature field, as the BC Bid e-bidding key is deemed to be an original signature. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative: <i>Sylvie Lefebvre</i>	Legal Name of Proponent (and Doing Business As Name, if applicable): SYLVIE LEFEBVRE DBA PIERRE LEFEBVRE CONSULTING
Printed Name of Authorized Representative: SYLVIE LEFEBVRE	Address of Proponent: 3705 WEST 18 <sup>th</sup> AVENUE VANCOUVER, B.C. V6S 1B3
Title: PRINCIPAL	
Date: July 5 <sup>th</sup> , 2012	Authorized Representative phone, fax or email address (if available): TEL 604-224-0646 FAX 604-224-5722, PIERRE.LEFEBVRE@NET

# Proposal for Socio-Economic Analysis Regarding Proposed Ajax Mine Project RFP-4863

Presented to British Columbia Environmental Assessment Office

July 10<sup>th</sup>, 2012

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# 1 Experience/ Qualifications of Consulting Team

## 1.1 Project Team

Our Project Team includes Claude Pierce and Sylvie Lefebvre of Pierce Lefebvre Consulting (PLC). PLC was formed in 1994 when Sylvie Lefebvre established the firm together with Claude Pierce, an economist who had been an independent consultant since 1990.

PLC specializes in Social and Economic Assessments (SEAs) and our firm has conducted over 50 SEAs in a broad range of sectors and contexts including as part of Environmental Assessment Certificate (EAC) Applications and Strategic Land Use Planning, and for a variety of industry sectors. Claude Pierce and Sylvie Lefebvre have been jointly involved in virtually every study or assessment we have conducted since establishing our firm 18 years ago.

In recent years PLC was Project Manager and the key consulting firm responsible for the SEA required as part of the EAC Application for the Canada Line linking downtown Vancouver, Richmond and YVR (2001 through 2005), as well as the Evergreen rapid transit line currently under construction in Metro Vancouver (2006 to 2010 including the SEA for the Light Rapid Transit design that preceded the Skytrain option) and the proposed Vancouver airport fuel delivery project (2009 to 2011). In the course of this and other work, we have taken part in several EAO public meetings and working group discussions and we are both familiar with the requirements of the EAC application process including developing draft AIR, Baseline Assessments, Effects Assessments and Cumulative Effects Assessments.

In 2011 and early 2012, for the BC Ministry of FLNRO, PLC has been involved in developing social and economic components and indicators for a framework for Cumulative Effects Assessments in BC under the direction of a Socio-Economic Working Group that includes members from the BC EAO. This has included exploring application of the socio-economic framework to two demonstration pilots, one in the BC Northwest and one in the West Okanagan to illustrate some of the cumulative social and economic effects of groups of potential resource development projects.

Moreover, on behalf of the BC EAO, Sylvie Lefebvre and Claude Pierce are currently assisting Compass Resource Management with a review of the BC EAO effects assessment framework policy and procedure documents, including for cumulative effects.

Claude and/or Sylvie are uniquely qualified to assist BC EAO in assessing social and economic effects and issues in respect of the Ajax Mine project. Given that many socio-economic issues may relate to effects on property owners and First Nations communities, our workplan is based on Claude assuming the primary consultant role. Our budget allows for both Sylvie and Claude to attend the initial overview meeting in Kamloops to ensure that both partners gain an initial level of familiarity with the project, the Project proponent and its consultants. This will also help provide backup capacity within our firm to be able to respond to eventualities on short notice to meet strict BC EAO timing deadlines.

The proposed roles and responsibilities of each team member are summarized following:

**Claude Pierce, *Pierce Lefebvre Consulting***

- Team Project Manager for this project; as Project Manager he will be the key contact on project management issues for the EAO Project Manager
- Key consultant for socio-economic impact analysis and reporting
- As required, attend all meetings with BC EAO, Mine Proponent and their consultants, Working Groups (WG), First Nations, and others
- Technical advisor on community and land use issues
- Key consultant for reporting, review of tracking tables, and other deliverables.

**Sylvia Lefebvre, *Pierce Lefebvre Consulting***

- Attend initial meeting in Kamloops
- Technical advisor on analytical issues and statistical data collection (I/O model, statistical review, framework)
- Review and provide assistance with reporting
- Provide other technical support as may be required

Further detail on the professional qualifications and education levels of each team member is provided in Appendix A.

**1.2 Selected Relevant Assignments by Areas of Expertise**

This section summarizes selected recent consulting assignments completed by Pierce Lefebvre Consulting. To facilitate the assessment of our competency in this area, we have summarized selected projects along the major areas of expertise mentioned in the RFP.

**Recent experience with Environmental Assessments and experience with BC EA process:**

- SEA for Environmental Assessment Certificate Applications: Vancouver Airport Fuel Delivery Project, Evergreen Line ALRT, Canada Line ALRT (under the direction of Hatch Ltd., Environmental Manager responsible for preparing Environmental Assessment Certificate Application); our involvement for these and other projects have included:
  - assisting with Draft AIR and finalization of AIR,
  - preparation of socio-economic baseline information and effects assessment in EAC application documents,
  - attendance at public information meetings,
  - assisting with answering questions from public process in tracking tables,
  - participating in socio-economic working groups,
  - preparation of supplemental analysis of effects resulting from changes in project design,
  - assisting with identification of mitigation strategies for Table of Commitments, and
  - responding to queries from BC EAO staff in preparing the EAO summary assessment report.
- For a proposed metallurgical coal mining project in the BC Northeast, PLC is currently compiling social, economic and healthy living baseline information to support an effects assessment and an EAC application. (ongoing, 2012)
- We have gained an appreciation of issues associated with social and economic VC effects assessments, including assessing significance of effects, the inter-relationships between valued components and Cumulative Effects Assessments, through the above



noted projects as well as recent work we have done in the context of assisting with the development of the framework for CE assessments for the BC FLNR (2011 and 2012)

**Recent experience with similar work, socio-economic methodology and analysis and socio-economic impact assessment:**

- For Yukon Environmental and Socio-Economic Assessment Board (YESAB), researched and documented current “best” practices in conducting social and economic effects assessments (SEAs) for selected jurisdictions and organizations. This included the review of leading practices developed by Alberta Environment, notably for the Athabasca Oil Sands, the Mackenzie Valley Review Board (Northwest Territories) and other organizations such as the Minerals Council of Australia. (2012)
- SEA of Land Use Plans: Haida Gwaii, Morice Area, Nass Area, Southern Rocky Mountain Management Plan; also, overall provincial SEA of the strategic land use planning process in BC;
- SEA for BC Hydro: Williston Reservoir Social Costing Study, Technical Support for Peace River Water Use Plan, and Review of Socio-Economic Indicators for Kwadacha / Fort Ware Community;
- SEAs of Species-at-Risk Recovery Plans: Spotted Owl Recovery Plan, North Cascades Grizzly Bear Recovery Plan, and SEA of recovery activities proposed for 24 Species-at-Risk in the GVRD and Fraser Valley Regional District;
- Other SEAs: Potential Long Term Water Sources for Greater Vancouver Water District (Metro Vancouver); and Sea-to-Sky University in Squamish (now Qwest University);
- For the BC Ministry of Sustainable Resource Management (MSRM), a group that is now part of BC Ministry of Forests, Lands and Natural Resource Operations (FLNR), assisted in a review of the guidelines for Socio-Economic Assessments of Land and Resource Management Plans: this work included organizing and holding a workshop to review various issues relating to the guidelines in effect at the time, the preparation of Guiding Principles for socio-economic assessment in collaboration with MSRM staff, and incorporating these Guiding Principles into the guidelines document;
- Also, for MSRM, assisted in developing guidelines for SEAs of Species-at-Risk recovery activities.

**Experience assessing effects for significance, including the inter-relationships between Valued Components:**

- Through completing SEAs as part of the EA Applications for the Canada Line, the Evergreen Line and the proposed Vancouver fuel delivery pipeline, as well as through other assignments, we have gained an appreciation of the difficulties and complexities associated with assessing effects for significance, the inter-relationships between valued components and Cumulative Effects (CE) Assessments.
- The above mentioned work for YESAB included a review of “best practices” in selected jurisdictions around the world in a variety of areas including the selection of VCs, effects attributes, CE assessments, and the increasing emphasis on monitoring. (2012)
- PLC has also gained further insight into the selection of VCs through assisting with the development of the framework for CE assessments for the BC FLNR and the socio-economic Working Group. (2011 and 2012) In particular, our recent work in applying socio-economic components of the CE framework to the two pilot projects in the BC Northwest and West Okanagan help provide some insight into the choice of VCs in CE assessments, and what can be feasibly assessed.

**Experience assessing the specific Valued Components as outlined in the Request for Proposals:**

- Our firm specializes in socio-economic impact analyses and as professional economists we have extensive experience in applying methodologies that are increasingly common in assessing economic effects. Examples include using I/O models and economic multipliers, GIS data, differentiating between Person Years (PYs) and jobs, evaluating effects on property values, etc.
- Our experience in land use impact analyses has provided us with extensive experience in using GIS data in assessing social and economic impacts. In particular, Claude is very experienced at using GIS data in a socio-economic context and in liaising with GIS technical staff to help produce GIS analysis that is relevant and useful to socio-economic impact assessment (e.g. land use capability, visual /aesthetic impacts, etc.). For the Ministry of Agriculture and Lands, Claude contributed to a workshop to help develop guidelines regarding the use of GIS data in conducting socio-economic and environmental assessments.
- PLC, and in particular Claude Pierce has been involved in land use plans and other projects involving First Nations interests. This will help facilitate our third party review of social and economic issues associated with Aboriginal community interests.
- Our knowledge and extensive experience in a variety of sectors including mining, forestry, transportation, real estate, community development, ecotourism and recreation will provide a broad understanding of the issues likely to arise as part of this complex project.

**Experience writing reports, conclusions and analysis summaries:**

- Our firm has two very highly qualified partners who have jointly produced many technical documents, the quality of which reflects their degree of experience and commitment to high reporting standards. We are familiar with evolving EAO requirements for establishing structured arguments in explaining determinations of significance.

## 2 Proposed Project Approach/ Methodology

### 2.1 Project Understanding

The main purpose of this work is to provide a third party review of the social and economic aspects of the Environmental Assessment (EA) and support the BC EAO in their review of the EA documents for the proposed Ajax Mine Project in/near Kamloops BC. In spite of a history of mining activity in this area, and on much of the proposed project footprint, proximity to the Kamloops urban environment is likely to present socio-economic issues related to the mining/urban interface.

Assuming the Project Proponent proceeds through all phases of the EA process, the work will include:

1. Review and comment on draft Application Information Requirements (AIR)/ Environmental Impact Statement (EIS) guidelines
2. Application screening
3. Application review and preparation of the SE section of the EAO's EA report

Our approach to preparing Baseline Assessments and SE assessments for EA Applications has evolved over the years with the changing expectations and requirements of the public and reviewing agencies, but remains fundamentally designed to provide clear assessments of economic and social project effects. We will use our extensive experience preparing SEAs in our

third party review of this project.

Some of the key issues which may emerge from the public review process include:

***Key Issue – Selecting Valued Components.***

The RFP suggests an initial listing of the Valued Components (VCs) that are likely to be most relevant to the Project (Attachment 3). At first glance, this initial list appears straightforward including VCs such as employment, labour force, housing, etc. There may be some issues with respect to “culture” as a VC. In the BC EA process, discussion of culture is usually focused on maintaining and sustaining cultural values of indigenous communities (e.g. language use/preservation and traditional resource use activities). Other jurisdictions are broadening the scope of aboriginal cultural effects to include cultural landscapes and at least one jurisdiction (Yukon) includes consideration of effects to non-aboriginal culture. We will work closely with the BC EAO to ensure that the project is evaluated in accordance with current and emerging BC EAO policy and practices.

***Key Issue – Significance.***

Determining the significance of socio-economic impacts, and documenting the rationale for determining significance are key elements of an environmental and socio-economic assessment. The effects description attributes for determining significance in BC EAO evaluations are essentially the same as those recommended by the Canadian Environmental Assessment (CEA) Agency. As with other jurisdictions, the BC EAO guidelines may not always be applied explicitly by the proponents/ assessors, and the rationale for determining significance is not always obvious. PLC has practical experience in having applied the BC EAO guidelines in determining significance, and we are aware of the current and on-going review of issues relating to determining significance by various jurisdictions including the BC EAO.

***Key Issue – Increasing Scope of Social, Economic and Healthy Living Baseline Assessments.***

Our firm is very knowledgeable about the EA guidelines, and is aware of the need to be “reasonable” in restricting the scope of the Social, Economic and Healthy Living assessments to what is required to inform the EAC decision, which may be less extensive than what some stakeholders, communities/ and or First Nations might desire.

***Key Issue – Availability of Detailed Project Data.***

We have found that project reviewers and the public often request Project Description information at a level of specificity that is not yet available from the proponent or necessarily required for the EAC Application. For example, local communities may be frustrated that we cannot predict with certainty what supplies and services the mining project might purchase locally and what the employment multipliers might be for local communities. Our firm is accustomed to working with proponents and Project engineers to develop “best efforts” estimates for the EAC Application, with the possibility of having to enhance the information in the EAO Public Review stage. We will bring our understanding of the process and provide a “reality check” to this third party review.

***Key Issue – Timing and Budget Flexibility***

Our firm has been in business for 18 years and our two partners are both very experienced in the BC EAO process and socio-economic impact analyses. By having two partners who are highly qualified and potentially used interchangeably, we are able to offer timing and capacity flexibility which could be important in meeting tight deadlines.

## **2.2 Proposed Approach and Workplan**

This section summarizes the key steps in our proposed approach

### ***Phase 1: Review and Comment on the Draft AIR/EIS Guidelines***

#### ***Task 1.1 Confirm Project Scope and Workplan***

The first steps of this project will be to confirm the scope and workplan for the work in collaboration with the EAO Project Manager. Some of the issues which we will want to discuss at the outset include the proposed workplan in this proposal, the latest version of the documents to be reviewed (e.g. draft AIR, Tracking Tables, adequacy of responses by Mine proponent on socio-economic sections, etc.), meeting dates and location, and format and content of key deliverables.

#### ***Task 1.2 Travel to Kamloops to meet with EAO, Mine Proponent and their consultants***

The purpose of this task is to gain an overall understanding of the project and key socio-economic issues. We would expect that Claude Pierce, and probably Sylvie Lefebvre would attend this first meeting in Kamloops (likely at the end of July 2012). Involving both partners at the outset will facilitate timing and capacity flexibility to respond to emerging issues or timing urgencies.

#### ***Task 1.3 Review draft AIR/EIS guidelines and tracking tables***

The objective of this phase is to provide a third party review of the draft AIR/EIS Guidelines. Key questions for this phase of the work would include:

- Are the key valued components (VCs) and associated indicators present and defined?
- Are the identified valued components (VCs) and associated indicators assessable?
- Are the proposed studies appropriate?
- Will planned studies and information provided be adequate to assess significance and cumulative effects?
- Are the socio-economic questions arising from the public and First Nations review of the draft AIR adequately addressed in the tracking table?
- Are there any ways to improve the draft AIR that might help focus the effects assessment including the cumulative effects assessment, for example, by identifying a preliminary list of projects to be included in the CE assessments?

#### ***Task 1.4 Identify & Resolve Concerns***

- PLC will work with BC EAO/ CEA Agency, Mine Proponents, Working Group (WG) & Community Advisory Group (CAG) as required to identify, confirm and resolve concerns following the review in Task 1.3

#### ***Task 1.5 Summarize findings: Excel sheets, comments, and summary document***

- PLC will revise the Issues Tracking Table prepared by the proponent (Excel spreadsheet) with two added columns that advises whether:
  - "Mine Proponent's response is complete";
  - "Mine Proponent response is incomplete" with a second added column specifying the rationale to support this advice; or
  - "EAO to consider or seek additional qualification of the issue or public comment"

from an outside resource” with a second added column stating why additional information is required and offer suggestions on improvements.

- PLC will also provide:
  - Comments related to the draft AIR/ EIS Guidelines document indicating any issues and changes required; and
  - A short summary document on conclusions and recommendations regarding the proponent’s responses to comments in the draft AIR/EIS

**Task 1.6      *Work with BC EAO and Mine Proponent to help plan Application Review Work Schedule***

- PLC will prepare an Application Review Work schedule for the social and economic components of the Application, to help plan the activities related to timely completion of the Application Review to be undertaken in Phases 2 and 3.

***Phase 2: Application Screening (assuming that EA Application Is submitted by Proponent)***

The purpose of Phase 2 is to review the application and ensure that the required socio-economic information is contained in the Application in sufficient detail to conduct a detailed review of the Application, including any significant adverse effects and cumulative effects. This initial application screening phase is to be completed within 21 days of the Application being provided.

**Task 2.1 Review Application for completeness (21 days after Application submission)**

As indicated in the RFP, guiding questions for this task would include:

- Does the Application meet the AIR/EIS requirements?
- Are the baseline study and assessment methods described?
- Are potential socio-economic effects and associated indicators adequately discussed?
- Are linkages identified between valued components and the five pillars appropriate?

**Task 2.2 Identify and Resolve Concerns**

Following the review in task 2.1, PLC will work with BC EAO/ CEA Agency, Mine Proponents, Working Group (WG) & Community Advisory Group (CAG) as required to identify, confirm and resolve concerns from the Application Screening as well as identify possible solutions.

**Task 2.3 Complete Other Tasks and Prepare Summary Report**

PLC will complete any other tasks that may be required and prepare a short summary document that outlines PLC’s opinion as to whether or not identified socio-economic aspects (including all socio-economic VCs and inter-related non-socio-economic VCs) of the Application meet the requirements as outlined in task 2.1 above. This document will also include identification of any issues that are anticipated to arise during Phase 3 of the work and the Application Review.

***Phase 3: Application Review (assuming that Application Is submitted)***

The purpose of Phase 3 will be to provide a third party review of all socio-economic issues included in the application and prepare the socio-economic sections of the EAO’s EA Report that summarizes the Socio-economic analysis of the project. This phase of the work will be completed in a timely manner to allow the BC EAO to meet its maximum of 180 days to complete the overall review.

### **Task 3.1      Review and summarize SE sections to determine adequacy of information**

As indicated in the RFP, the questions that will guide this review include:

- Are assessment methods adequately defined and described?
- Are potential effects to VCs and indicators adequately discussed and assessed with reasonable conclusions?
- Are linkages identified between VCs, where appropriate (and across EAO's 5 pillars)?
- Is the measure used to assess baseline information and impact projects appropriate?
- Do proposed mitigation measures appropriately address potential effects?
- Does the suggested Table of Commitments/Conditions as presented by the Mine Proponent contain appropriate conditions at an appropriate level?
- Are cumulative effects adequately discussed and assessed?
- Are the conclusions on significance reasonable?
- In all cases above, what information should the Mine Proponent provide to EAO to ensure the information and conclusions are adequate?

As part of this task PLC would summarize the SE sections of the Application using the standard EAO report template, and in doing so determine the adequacy of information and methods used by the Proponent and its consultants in the Application.

### **Task 3.2      Identify & Resolve SE Concerns with the Application**

Following the review in task 3.1, PLC will work with BC EAO/ CEA Agency, Mine Proponents, Working Group (WG) & Community Advisory Group (CAG) as required to identify, confirm and resolve concerns, issues and gaps in the Application, and provide guidance to help ensure the correct information is identified, collected and/or presented to resolve these issues or gaps.

As the public review phase of the Application process proceeds, PLC will also consider the public comments that arise from that process and take them into account.

### **Task 3.3      Attend meetings in Kamloops and conduct telephone interviews as required**

PLC will attend several public meeting(s), Working Group meetings or specific interviews as may be required (assume 2 visits of 2 nights each) as part of Phase 3 to help clarify specific concerns or issues. The workplan assumes that Claude Pierce will make two visits to Kamloops, each involving a 2 night stay. We would also expect to be available for contact by e-mail and telephone with the BC EAO, proponent, consultants and others as may be required.

### **Task 3.4      Write SE section of EAO's Environmental Assessment Report**

As part of this task, PLC would prepare the socio-economic sections of EAO's Environmental Assessment Report (summary of analysis and interrelationships between VCs across the five pillars (social, economic, environment, health and heritage). PLC is familiar with the BC EAO template available for preparing the BC EAO report, and we would expect to follow that template.

### **Task 3.5      Contribute to the development of the EAO Table of Conditions for project approval**

As part of this task, PLC would help contribute to the development of the Table of Conditions.

### **Task 3.6      Prepare summary document on conclusions and recommendations**

As part of this task, PLC would prepare a summary document on conclusions and recommendations regarding the tasks and outputs relating to the socio-economic sections.

### **2.3 Workplan and Timing**

The chart on the following page lists the various tasks associated with each phase and provides the allocation of resources and the timing of each task. The timing assumes a July 20<sup>th</sup>, 2012 starting date but any reasonable delay in the starting date would not impact our fees or expenses.

## **3 Price**

### **3.1 Fees and Expenses by Project Phase**

The RFP indicates that the work is to be completed between July 2012 and March 2014. The level of effort required for this work and specific timing will depend on when and if the Ajax Mine proponent proceeds with the Environmental Assessment Certificate Application. We have designed a flexible approach to fit this time frame (approximately 281 hours) assuming that the proponent proceeds through all EA stages. Our total budget, excluding the GST/HST adds to \$36,375 including \$12,000 for Phase 1, \$6,125 for Phase 2 and \$18,250 for Phase 3.

### **3.2 Contract and Insurance**

Pierce Lefebvre Consulting and its partners, Sylvie Lefebvre and Claude Pierce hold Commercial General Liability (CGL) and professional liability insurance. We have reviewed the defined insurance coverage in the sample contract, and believe that Pierce Lefebvre Consulting holds all the required insurance coverage.

The nature of our operation (Pierce Lefebvre Consulting) defines us as an "independent business" and we are therefore not required to secure workers' compensation coverage. We are an independent non-incorporated business that does not employ any workers. We can supply a letter from the Workers' Compensation Board (now WorkSafeBC) that explains this in more detail, should it be required.

Our Canadian federal GST/HST registration number is # R138168430. Our firm is subject to the GST/HST and it will be added to our fee.

### **3.3 Option to Renew**

We are prepared to renew the contract for additional projects under the same hourly rates (\$125 per hour excluding GST/HST) for Sylvie Lefebvre and/or Claude Pierce. This rate will be in effect until at least March 31<sup>st</sup>, 2014.

**Proposal for Socio-Economic Analysis Regarding Proposed Ajax Mine Project**

**WORKPLAN AND TIME SCHEDULE**

**Phase 1 – Review and Comment on the Draft AIR/EIS Guidelines**

- 1.1 Obtain and review documents prepared as part of EA process to date
- 1.2 Meet with BC EAO and Mine Proponent & consultants to gain overview of project
- 1.3 Review dAIR/EIS Guidelines and Tracking Tables and assess adequacy of responses
- 1.4 Work with BC EAO/ CEA Agency, Mine Proponents, WG & CAG to identify & resolve concerns
- 1.5 Summarize findings: Excel sheets, comments, and summary document
- 1.6 Work with BC EAO and Proponent to help plan Application Review
- Sub-Total - 1. Review and Comment on Draft AIR/ EIS Guidelines

**Phase 2 - Application Screening**

- 2.1 Review Application for completeness (21 days after Application submission)
- 2.2 Work with BC EAO/ CEA Agency, Mine Proponents, WG & CAG to identify & resolve concerns
- 2.3 Other tasks as may be required and prepare short summary report
- Sub-Total - 2. Application Screening

**Phase 3 - Review Application and Reporting**

- 3.1 Review and summarize SE sections to determine adequacy of information
- 3.2 Work with BC EAO/ CEA Agency, Mine Proponents, WG & CAG to identify & resolve concerns included in public review
- 3.3 Attend meetings in Kamloops (e.g. Public meeting(s), Working Group meetings or specific interviews as may be required (assume 2 visits of 2 nights each)
- 3.4 Write SE section of EAO's Environmental Assessment Report
- 3.5 Contribute to the development of the EAO Table of Conditions for project approval
- 3.6 Prepare summary document on conclusions and recommendations following BC EAO templates
- Sub-Total - 3. Review Application and Reporting

**TOTAL CONSULTANT HOURS**

Report Editing and/or Graphics (part of Phase 3)

<b>TOTAL FEES EXCLUDING HST</b>			281	\$34,675	
Expenses (travelling to region for Claude Pierce and/or Sylvie Lefebvre)				\$1,700	
<b>TOTAL FEES AND EXPENSES EXCLUDING HST</b>				<b>\$36,375</b>	
Consultant Rates Excluding HST	hourly	\$125			
Editing and/or Graphics - Rates Excluding HST	hourly	\$80			

**Notes to Workplan and Time Schedule:**

- The workplan specifies the number of meetings/conference calls/interviews between Pierce Lefebvre Consulting, and government members, businesses, and other organizations. Additional meetings or a higher number of individuals to be interviewed may be considered a change in scope and could result in additional fees. All changes in scope that would result in additional fees will be agreed with the client prior to undertaking the additional work.
- The distribution of hours may be adjusted slightly depending on the project requirements. We will issue monthly invoices that will document the hours of work of each consultant and the key tasks completed.
- The budget assumes that all meetings with the client and others will take place in the Greater Victoria, Greater Vancouver or Kamloops area. Should these meetings be held in other communities, this may result in additional expenses.
- Our fees are subject to the GST/HST, which will be added to our fee unless the client is exempt by law.
- Invoices will be sent monthly at the beginning of each month.

*Submitted by: Pierce Lefebvre Consulting*



## APPENDIX A – COMPANY PROFILES & PERSONAL RESUMES

Pierce Lefebvre Consulting

- Curriculum Vitae – Claude Pierce
- Curriculum Vitae – Sylvie Lefebvre

***Pierce Lefebvre Consulting - Company Profile***

***Pierce Lefebvre Consulting*** specializes in providing economic and management consulting services to its private and public sector clients. The company was formed in 1994 when Sylvie Lefebvre established the firm together with Claude Pierce, an economist who had been an independent consultant since 1990. Our company specializes in the following areas:

- Socio-Economic Assessment
- Cost/Benefit Studies
- Socio-Economic Research for Environmental Assessments
- Community and Economic Development
- Market Analysis
- Strategic Planning

Our education and experience make us effective consultants:

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Since establishing *Pierce Lefebvre Consulting*, we have provided services to the following clients:

- BC Hydro
- BC Ministry of Agriculture and Lands
- BC Ministry of Environment
- BC Ministry of Forests, Economics and Trade Branch
- BC Ministry of Forests, Vancouver Forest Region
- BC Ministry of Sustainable Resource Management
- BC EAO (with Hatch Ltd. as Project Manager)
- BC Ministry of Water, Land and Air Protection
- Canadian Council of Ministers of the Environment (CCME)
- Cariboo Lumber Manufacturers' Association (CLMA)
- Colliers Macaulay Nicolls
- Council of Forest Industries (COFI) & Forest Alliance of British Columbia
- Communications, Energy and Paperworkers' Union (CEP)
- Ecosystem Based Management (EBM) Working Group
- Forest Renewal BC
- Greater Vancouver Regional District (GVRD)
- Hatch Ltd.
- Howe Sound Educational Foundation / Sea to Sky University
- Land Use Coordination Office
- Long Beach Model Forest Society
- Richmond-Airport-Vancouver Rapid Transit Project
- TransLink
- Vancouver Airport Fuel Facilities Corporation (VAFFC)
- Woodbridge Associates Inc.

Various other private sector companies including Canfor Corporation, Howe Sound Pulp and Paper, Crestbrook Forest Industries, Northwood Inc. and Pacific Forest Products

**Claude Pierce**

*Pierce Lefebvre Consulting, 3705 West 18<sup>th</sup> Avenue, Vancouver V6S 1B3*  
*Tel: (604) 224-0648 Fax: (604) 224-5722 e-mail: piercelef@telus.net*

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**Range of Experience**

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**Selected Assignments Relevant to this Project**

- For the BC EAO, is assisting Compass Resource Management in a review of EAO effects assessment framework (e.g., policy and procedure documents), including for cumulative effects; while the overall work is broader, PLC is advising only on the assessment of socio-economic effects; (on-going 2012)
- For a proposed metallurgical coal mining project in the BC Northeast, is compiling social, economic and healthy living baseline information which will form part of an Environmental Assessment (EA) certificate application. This includes reviewing land and resource use, economic data (e.g. employment, labour force, business, etc), social data (population, infrastructure, visuals and aesthetics, etc.) and healthy living data (e.g. community health, country foods, recreation, etc.) for First Nations and rural communities near the proposed site. (on-going 2012)
- For the Yukon Environmental and Socio-Economic Assessment Board (YESAB), researched and documented current "best" practices in conducting social and economic effects assessments (SEAs) for selected jurisdictions and organizations. This included the review of leading practices developed by Alberta Environment, notably for the Athabasca Oil Sands, the Mackenzie Valley Review Board (Northwest Territories) and other organizations such as the Minerals Council of Australia. (2012)
- For the BC Ministry of Forests, Lands and Natural Resource Operations, has been involved in developing social and economic components and indicators as part of a framework for Cumulative Effects Assessments in BC. This also involved applying elements of the framework to two demonstration pilots, one in the BC Northwest and one in the West Okanagan to illustrate the cumulative social and economic effects of groups of potential resource development projects. As Project Manager for the West Okanagan portion of the work, this focused on cumulative effects on selected socio-economic VCs of several potential

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wind power projects with Investigative Use Permits (IUPs). (2012)

- For the Vancouver Airport Fuel Facilities Corporation (VAFFC), and under the direction of Hatch Ltd., the Environmental Manager, prepared a Socio-Economic/Socio-Community Assessment (SE/SCA) of a proposed alternative fuel delivery system for the Vancouver International Airport. (2009-2011)
- For the BC EAO, conducted a socio-economic assessment of the proposed Evergreen Rapid Transit Line, which will link Lougheed Mall in Burnaby/Coquitlam with Port Moody and the Coquitlam Centre Mall. (2009 - 2010)
- For TransLink – Greater Vancouver Transportation Authority, conducted a socio-community/ socio-economic impact assessment for the light rail option for the Evergreen Rapid Transit Line, which was proposed in 2006/2007.
- For the Richmond-Airport-Vancouver (RAV) Rapid Transit Project, was a key consultant in the socio-economic and community assessment of the proposed rapid transit line between Richmond, YVR and Vancouver. (2003 - 2004) Also, provided socio-economic consulting services in support of the EAC Amendment for changes to construction parameters along the Cambie corridor and downtown, and adopting additional cut-and-cover construction for a greater part of the route. (2005)
- Also for the RAV Rapid Transit Project, provided socio-economic and socio-community consulting services in support of the EAO process. This included attending EAO meetings, attending public open houses, preparing answers to questions from the public and providing general support to the RAVCO team. (2004 and 2005)
- On behalf of the BC Ministry of Agriculture and Lands, provided background socio-economic data on the Nass South SRMP area and was the lead consultant in the development of a Socio-Economic Base Case to be used in the socio-economic assessment (SEA) of future land use scenarios or decisions; as part of this work, visited and met with members of the communities of Gitanyow, Terrace, Smithers, and Stewart (2007). Following the completion of the Base Case in 2007, conducted an SEA of the Nass South SRMP. (2008)
- On behalf of the BC Ministry of Water, Land and Air Protection, conducted a socio-economic baseline analysis for the Spotted Owl Recovery Plan. This assessment focused on the Sea-to-Sky region and the Chilliwack region. (2005)
- For the North and Central Coast Land Use Plan's Ecosystem Based Management (EBM) Working Group, developed an inventory of economic development initiatives currently underway in coastal BC communities. As part of this work, conducted a series of interviews and collected information on projects that are aimed at improving human well-being in coastal BC. This work involved interviews with First Nations and community representatives throughout coastal BC. (2008)
- For the BC Ministry of Agriculture and Lands (Integrated Land Management Bureau), conducted a socio-economic assessment of the Haida Gwaii (HG/QCI) Land Use Plan Recommendations package. This work involved reviewing the impacts on individual resource sectors and social parameters, as well as reviewing related issues including the competitiveness of HG/QCI as a location for local wood products processing, the growth potential of backcountry tourism and recreation, and the potential for mineral exploration and development. (2005 - 2006, additional related work in 2007)

- For the BC Ministry of Agriculture and Lands, contributed to a workshop to help develop guidelines regarding the use of GIS data in conducting socio-economic and environmental assessments. (with Gary Robinson, 2007)
- On behalf of the BC Ministry of Environment, conducted a baseline socio-economic analysis of recovery activities proposed for 24 Species-at-Risk in the GVRD and Fraser Valley Regional District (Region 2 – Lower Mainland). (2006)
- For the BC Ministry of Agriculture and Lands, conducted a Socio-Economic Assessment of Government-to-Government discussions on land use scenarios for the Morice Land and Resource Management Plan (LRMP) Area. This work built on the SEEA conducted in 2004 for the Morice LRMP Table Recommended Plan. (2005/2006/2007)
- For MSRM, was the lead consultant in the SEA of the Morice LRMP. As part of this assessment, took part in three LRMP meetings; conducted detailed interviews with some of the stakeholders; and completed a detailed assessment of the likely socio-economic and community impacts of the plan on the forest sector, mining, tourism, recreation, and other economic sectors, as well as the impacts on First Nations and on Houston, Smithers and other nearby communities. (2004)
- Has assisted the Ministry of Sustainable Resource Management (MSRM) in developing guidelines for the socio-economic assessment (SEA) of Species-at-Risk. (2004) Also assisted MSRM in a review of the guidelines for the Socio-Economic Assessment (SEA) for Land and Resource Management Planning in B.C. and development of Guiding Principles for SEAs of LRMP. (2003)
- For the Ministry of Water, Land and Air Protection, conducted a socio-economic assessment of the proposed Recovery Plan for Grizzly Bears in the North Cascades of B.C. (2003)
- For MSRM, was the project manager for a socio-economic and community assessment of the Southern Rocky Mountain Management Plan (SRMMP) (2002 (Base Case) and 2003 (assessment)).
- On behalf of MSRM, was a key consultant in a cumulative socio-economic assessment of Strategic Land Use Plans (SLUPs) in B.C. and the Protected Area Strategy (PAS). (2001)

#### **Career History**

**Sylvie Lefebvre**

*Pierce Lefebvre Consulting, 3705 West 18<sup>th</sup> Avenue, Vancouver V6S 1B3*  
*Tel: (604) 224-0648 Fax: (604) 224-5722 e-mail: piercelef@telus.net*

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**Range of Experience**

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**Selected Assignments Relevant to this Project**

- For the BC EAO, is assisting Compass Resource Management in a review of EAO effects assessment framework (e.g., policy and procedure documents), including for cumulative effects; while the overall work is broader, PLC is advising only on the assessment of socio-economic effects; (on-going 2012)
- For a proposed metallurgical coal mining project in the BC Northeast, is compiling social, economic and healthy living baseline information which will form part of an Environmental Assessment (EA) certificate application; this includes compiling provincial, regional and community economic data (e.g. employment, labour force, business, etc) as well as compiling social data (population, infrastructure, visuals and aesthetics, etc.) and healthy living data (e.g. community health, country foods, recreation, etc.) for First Nations and rural communities near the proposed site. (on-going 2012)
- For the Yukon Environmental and Socio-Economic Assessment Board (YESAB), researched and documented current "best" practices in conducting social and economic effects assessments (SEAs) for selected jurisdictions and organizations. This included the review of leading practices developed by Alberta Environment, notably for the Athabasca Oil Sands, the Mackenzie Valley Review Board (Northwest Territories) and other organizations such as the Minerals Council of Australia. (2012)
- For the BC Ministry of Forests, Lands and Natural Resource Operations, has been involved in developing social and economic components and indicators as part of a framework for Cumulative Effects Assessments in BC. This also involved applying the framework to two demonstration pilots, one in the BC Northwest and one in the West Okanagan to illustrate the cumulative social and economic effects of groups of potential resource development projects. As Project Manager for the BC Northwest portion of the work, applied elements of the

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*Submitted by: Pierce Lefebvre Consulting*

framework to an assessment of cumulative effects focused on several large proposed mining and power generation projects that are being proposed along the Northwest Transmission Line currently under construction. (2012)

- For the Vancouver Airport Fuel Facilities Corporation (VAFFC), and under the direction of Hatch Ltd., the Environmental Manager, prepared a Socio-Economic/Socio-Community Assessment (SE/SCA) of a proposed alternative fuel delivery system for the Vancouver International Airport. The SE/SCA analysis formed part of the EA report submitted to the BC EAO. The work has included developing key social indicators, data collection and analysis to support the SE/SCA of impacts from construction and normal operation, as well as the SE/SCA impacts that may arise from possible accidents or malfunctions. (2009-2011 – and on-going support)
- For the BC EAO, completed a socio-economic impact assessment for the proposed Evergreen Rapid Transit Line, which will link Lougheed Mall in Burnaby/Coquitlam with Port Moody and the Coquitlam Centre Mall. This work was part of the EAO Application for an EA Certificate, and involved an assessment of the likely impacts on indicator values including population, property development, utility corridors, motor vehicle traffic, pedestrian and bicycle mobility, parking, visuals, land acquisition and disposal issues, and other indicators. (with Hatch Ltd., the Environmental Assessment Project Manager, 2009 & 2010)
- For TransLink – Greater Vancouver Transportation Authority, conducted the socio-community/ socio-economic impact assessment for the light rail concept for the Evergreen Line which was proposed in 2006/2007. This work also involved attending various public meetings as part of the Environmental Assessment process. (with Golder & Associates, the Environmental Assessment Project Manager, 2006/2007)
- For the Richmond-Airport-Vancouver (RAV) Rapid Transit Project (now the Canada Line), was the project manager for a socio-economic and socio-community assessment of the proposed rapid transit line between Richmond, YVR and downtown Vancouver. The analysis formed part of the EA report submitted to the BC EAO. (2003- 2005) Also, provided consulting services in support of the EAO process including: attending EAO meetings, attending public open houses, preparing answers to questions from the public and providing general support to the Project team. (2004 and 2005)
- Has assisted MSRM in a review of the guidelines for Socio-Economic Assessment of Land and Resource Management Planning (LRMP) in B.C. and development of Guiding Principles to conduct SEAs for LRMP. (2003)
- Has assisted MSRM in developing guidelines for the socio-economic assessment (SEA) of Species-at-Risk. The purpose of this work was to provide guidance to species recovery teams in identifying and managing issues that may affect how SEAs are conducted for species at risk initiatives. (2004)
- On behalf of the Greater Vancouver Regional District (GVRD), was Project Manager and a key consultant in a social impact assessment of potential long term water sources. This included identifying indicators for assessing the social impacts of 14 water supply options and collecting statistical and other data on each indicator. (2002)
- On behalf of MSRM, was the project manager and a key consultant for a cumulative socio-economic assessment of Strategic Land Use Plans (SLUPs) and the Protected Area Strategy (PAS) in B.C. This project involved identifying indicators and collecting and reviewing data on

timber, minerals, coal, oil and gas, and other land base resources, as well as land use certainty, investment, intensity of land use conflict, level of communication and community capacity. As part of this project, Sylvie conducted over 60 detailed interviews with stakeholders in B.C. (2001)

- On behalf of BC Hydro and the Williston Lake Contingency Planning Group, developed a framework for assessing the regional social and economic costs of drawing down the Williston Reservoir below 2135 feet. This work involved developing a Base Case and socio-economic context and assessing the socio-economic costs of a hypothetical severe drawdown scenario. As part of this one-year project, Sylvie conducted over 55 interviews with local representatives in Mackenzie and other communities. (With Stuart Gale & Associates, 2000)
- Was the technical advisor on social and economic issues for the facilitation team for the Peace River/ Williston Lake Water Use Plan (with Stuart Gale & Associates and Compass Resource Management). As part of this work, provided socio-economic data on the potential impacts associated with severe drawdowns in the Williston reservoir and helped facilitate various industry stakeholder meetings. (2002 and 2003)
- Participated in an assessment of the socio-economic impacts of a proposed grain terminal at Roberts Bank. (With Marvin Shaffer & Associates Ltd., 1996)
- Has completed many assignments that have involved discussions and interviews with First Nations and Tribal Councils including several socio-economic assessments conducted on behalf of the Ministry of Forests.

#### **Career History**

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