



This Amending Agreement, IS MADE THE 3rd DAY OF March, 2011

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

Address 2900 Barnet Highway, Coquitlam, BC
(hereinafter called the "Province")

V3B 0G1
Postal Code

AND: Miller Thomson LLP

Address 1000 - 840 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2M1
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 26 of October, 2009 for:
Fairness Reviewer Evergreen Line Rapid Transit Project

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement:

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

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

Extend completion date to December 31, 2012.

(2) This amendment shall be effective April 1, 2012 2011 gm.

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

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

AFFIX CORPORATE SEAL BELOW

Donna Gonyea
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

Julie Martin

Manager, Corporate Services

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE

REQUEST FOR AMENDMENT TO
CONSULTING SERVICES CONTRACT

To	Headquarters or Regional Contract Administration		Date (yyyy/mm/dd)
	Evergreen Line Rapid Transit Project		2011 02 14
	Address (Street Number, City, Province, Postal Code) 2900 Barnet Highway, Coquitlam, BC V3B 0G1		
From	Contact Name		Phone Number
	Maria Ciarniello		250 356-0515
	Branch, Region, District Name Partnerships Department		Contact Responsibility Centre Number 55039
File Number 1070	Contact Contract Identification Number 0 3 9 C S 0 0 3 5	RISP Number	Amendment Number 01
Contractor	Business Name		Phone Number
	Miller Thomson LLP		604 643-1284
	Contact Name		Facsimile Number
	Jane Shackell, QC		604 643-1200
Business Address (Street Number, City, Province, Postal Code) 1000 - 840 Howe Street, Vancouver, BC V6Z 2M1			

Justification for Amendment Delay in procurement process.

Description of Amendment Extend contract to December 31, 2012

Effective Date of Amendment (yyyy/mm/dd) 2011 04 01

Original Contract Total \$150,000	Previous Amendments Total \$n/a	Value of Current Amendment \$n/a	New Contract Total \$150,000
Fiscal Distribution (for Total Contract Value)	Year 10/11 Total \$30,000	Year 11/12 Total \$120,000	Year Total \$
Approval to Amend	(Expense Authority Signature) 	Print Name: David Chang	
	(Signature of A.D.M., C.O.O. or D.M. where required) 	Print Title: Associate Project Director	Date:
		Print Name:	
		Print Title:	Date:



March 3, 2011

Jane S. Shackell, Q.C.
Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, BC V6Z 2M1

Dear Jane:

Re: Contract 039CS0035 Fairness Reviewer – Evergreen Line Rapid Transit Project

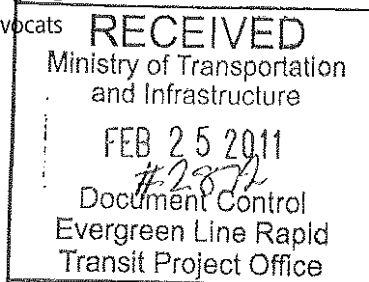
Enclosed please find a signed copy of amendment No. 1 for the above noted contract for your files and reference. Please note the effective date of this amending agreement is April 1, 2011 not April 1, 2012.

Yours truly,

Julie Martin
Manager, Corporate Services
Evergreen Line Rapid Transit Project

cc: Maria Ciarniello

February 21, 2011



Jane S. Shackell, Q.C.
Direct Line: 604.643-1284
jshackell@millerthomson.com

File: 094715.0002

Ministry of Transportation and Infrastructure
2900 Barnet Highway
Coquitlam, BC V3B 0G1

Attention: Ms. Julie Martin
Manager, Corporate Services

Dear Ms. Martin:

Re: Consulting Services Contract #03 C S 0035
Fairness Reviewer – Evergreen Rapid Transit Project

As requested in your letter of February 17, 2011, enclosed is the signed amending agreement to the above-captioned Consulting Services Contract.

Please provide me with a fully-signed copy in due course.

Yours truly,

MILLER THOMSON LLP

Per:

Jane S. Shackell, Q.C.
JSS/dwj
Enclosure

5836734.1



February 17, 2011

Jane S. Shackell, Q.C.
Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, BC V6Z 2M1

Dear Jane:

Re: Contract 039CS0035 Fairness Reviewer – Evergreen Line Rapid Transit Project

Enclosed is Amending Agreement No. 1 for your signature. If you are in agreement, please sign and have witnessed or affix your seal (if applicable), in the appropriate location on the amending agreement and then return the amendment as soon as possible to the address noted below.

All other terms remain unchanged.

If you have any questions, please call Maria Ciarniello at 778 678-0841.

Thank you for your cooperation.

Yours truly,

Julie Martin
Manager, Corporate Services
Evergreen Line Rapid Transit Project

cc: Maria Ciarniello



This Amending Agreement, IS MADE THE 20 DAY OF March, 2012

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

Address 2900 Barnet Highway, Coquitlam, BC

(hereinafter called the "Province")

V3B 0G1

Postal Code

AND: Miller Thomson LLP

Address 1000 - 840 Howe Street, Vancouver, BC

(hereinafter called the "Contractor")

V6Z 2M1

Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 26 of October, 2009 for:

Fairness Reviewer Evergreen Line Rapid Transit Project

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement:

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

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

Add Owen Pawson as additional personnel to the contract at the rate of \$250/hr.

(2) This amendment shall be effective February 2, 2012

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

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

AFFIX CORPORATE SEAL BELOW

Donna Goss
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

Julie Martin

Manager, Corporate Services

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE



March 19, 2012

Jane S. Shackell, Q.C.
Miller Thomson LLP
1000 - 840 Howe Street
Vancouver, BC V6Z 2M1

Dear Jane:

Re: Contract 039CS0035 Fairness Reviewer - Evergreen Line Rapid Transit Project

Enclosed please find a signed copy of Amending Agreement No. 2 for the above contract for your files.

Yours truly

Julie Martin
Manager, Corporate Services
Evergreen Line Rapid Transit Project

cc: Maria Ciarniello



This Agreement,

MADE IN QUADRUPLICATE ON THE 28 DAY OF October, 2009.BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.Address 2900 Barnet Highway, Coquitlam, BC
(hereinafter called the "Province")V3B 0G1
POSTAL CODEAND: Miller Thomson LLPAddress 1000 - 840 Howe Street
Vancouver, BC
(hereinafter called the "Contractor")V6Z 2M1
POSTAL CODEShort Description: **Fairness Reviewer - Evergreen Rapid Transit Project**

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

COMMENCEMENT DATE (yyyy/mm/dd)

2009/10/26

COMPLETION DATE (yyyy/mm/dd)

2011/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:

APPOINTMENT

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

TERM

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

PAYMENT

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

- ☒ Terms and Conditions
- ☒ Works/Services Schedule - H0461a
- ☒ Payment Schedule - H0461b
- ☐ Travel Expenses (Group I) - H0461c
- ☒ Travel Expenses (Group II Mgmt) - H0461c-1
- ☐ Special Conditions (Engineering) - H0461d
- ☐ Special Conditions (Information Systems) - H0461d-1
- ☐ Special Conditions (Surveying) - H0461d-2
- ☐ Insurance Specifications - INS-80
- ☐ Insurance Specifications Professional - INS-132
- ☐ Certificate of Insurance - H0111
- ☐ Privacy Protection Schedule

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

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

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

SIGNATURE OF CONTRACTOR

Julie Martin
Manager Corporate Services
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE

ADDITIONAL TERMS AND CONDITIONS

RECORDS

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

INDEPENDENT CONTRACTOR

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

REPORTS

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

OWNERSHIP

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

CONFIDENTIALITY

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

ASSIGNMENT AND SUB-CONTRACTING

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

CONFLICT

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

INDEMNITY AND STANDARD OF CARE

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

INDEMNITY AND STANDARD OF CARE Cont'd.

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

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

TERMINATION

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

NON-WAIVER

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

APPROPRIATION

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

REFERENCES

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

NOTICES

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

MISCELLANEOUS

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



CONTRACT IDENTIFICATION NUMBER

039 | CS | 0035

The Contractor shall:

The Fairness Reviewer is selected and retained by the Board to provide arms length advice to senior Evergreen Program staff and independent assurance to the Evergreen Line Project Executive Board ("the Board") as to the fairness and appropriateness of the procurement process for the Evergreen Line Project (the "EVLP").

While the Fairness Reviewer reports formally to the Board, the Fairness Reviewer will work closely with the procurement team and should report to either the Executive Director or Procurement Director on day to day issues.

Project milestones will include:

- a. Publication of the Request For Qualifications (RFQ);
- b. Shortlist of prospective proponents;
- c. Request For Proposals (RFP);
- d. Selection of a lead proponent; or
- e. Contract execution or limited contract finalization with the lead proponent, or a decision to negotiate with another proponent or to discontinue the process upon failure of negotiations.

Duties of the Fairness Reviewer include but are not limited:

- 1 Meet with the senior Evergreen staff including members of the procurement team, to:
 - a) receive background, information updates and review project documents;
 - b) achieve a comprehensive understanding of the procurement process, including but not limited to information sharing, decision-making activities and processes; and;
 - c) at the discretion of the Fairness Reviewer, on a pro-active basis or otherwise as the Fairness Reviewer considers appropriate to bring such matters to the attention of the Procurement Director, or at the request of the Procurement Director, provide confidential comment and perspective pertaining to fairness matters relating to the Project.
- 2 In advance of key procurement process decisions including the Project milestones listed above being finalized by the Board, the Fairness Reviewer will meet with the Executive Program Director to review the draft report of the Executive Program Director to the Board, and will provide a verbal report to the Board. The Fairness Reviewer will advise whether she is satisfied that:
 - a) there has been material compliance with the established procurement process and decision processes, and
 - b) implementation of the procurement process and decision processes has been carried out in a manner that meets the reasonable standards of fairness as established by the terms of the competitive selection process.
- 3 At the end of the engagement, the Fairness Reviewer may be requested by the Board to provide the Board with a written opinion summarizing the Fairness Reviewer's activities over the course of the procurement

Works/Services Schedule

process and her findings. This written opinion shall be subject to public disclosure at the discretion of the Board.

None of the above duties shall be delegated to any other person without the written approval of the Ministry's authorized contact person.

The information obtained by the Consultant in the performance of these duties is commercially sensitive and shall at all times be treated as confidential and privileged.

Claire Ingram, Procurement Advisor 250-387-2673 shall be the Ministry's authorized contact person for all matters pertaining to this Consulting Services Contract.



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

039 | CS | 0035

Jane Shackell \$250 per hour

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly, in arrears with relevant back-up and monthly status reports

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 150,000.00

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

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

CONTRACT IDENTIFICATION NUMBER

039 | CS | 0035

These rates will apply for the duration of the contract.

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

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

No GST will be reimbursed.

1. TRANSPORTATION

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

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

- AVIS RENT A CAR – C1460000
- BUDGET RENT A CAR – A162000
- DISCOUNT CAR AND TRUCK RENTALS - BCGO
- DOLLAR CAR / TRUCK RENTAL – N/A
- ENTERPRISE RENT A CAR – 4CA1000
- NATIONAL CAR RENTAL – 3614638
- HERTZ CAR RENTAL – N/A

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

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

- (d) Private Vehicle: No receipts are required.

Reimbursement for use of private vehicles will be at the rate of \$0.50/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.

- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless pre-approved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

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

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

3. ACCOMMODATION

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

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

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

4. BOARD AND LODGING

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

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

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

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$145	\$145	\$130	\$150	\$170	\$170	\$170	\$170	\$170	\$160	\$150	\$150
Greater Vancouver	\$110	\$110	\$110	\$150	\$160	\$160	\$130	\$130	\$130	\$110	\$110	\$110
Burnaby	\$115	\$115	\$120	\$120	\$125	\$125	\$125	\$125	\$125	\$120	\$120	\$120
Coquitlam/Port Coquitlam	\$110	\$110	\$125	\$125	\$130	\$130	\$130	\$130	\$130	\$130	\$110	\$110
Delta	\$100	\$100	\$100	\$100	\$105	\$105	\$105	\$105	\$105	\$100	\$100	\$100
Langley	\$100	\$100	\$100	\$100	\$110	\$110	\$110	\$110	\$110	\$100	\$100	\$100
New Westminster	\$110	\$110	\$110	\$110	\$130	\$130	\$130	\$130	\$130	\$110	\$110	\$110
North Vancouver	\$110	\$110	\$110	\$110	\$140	\$140	\$165	\$165	\$165	\$125	\$110	\$110
Richmond	\$120	\$120	\$120	\$120	\$140	\$150	\$150	\$150	\$150	\$140	\$140	\$120
Surrey	\$110	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$110	\$110	\$110
White Rock	\$90	\$90	\$90	\$90	\$100	\$100	\$100	\$100	\$95	\$90	\$90	\$90
Downtown Victoria	\$100	\$100	\$100	\$110	\$160	\$160	\$165	\$165	\$155	\$130	\$100	\$100
Greater Victoria*	\$105	\$105	\$105	\$155	\$155	\$155	\$155	\$155	\$155	\$105	\$105	\$105
Castlegar	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$100	\$110	\$100	\$100
Cranbrook	\$100	\$100	\$100	\$100	\$105	\$105	\$105	\$105	\$105	\$100	\$100	\$100
Dawson Creek	\$120	\$120	\$120	\$110	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$120
Fort St John	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Golden	\$100	\$100	\$100	\$100	\$100	\$100	\$110	\$110	\$100	\$100	\$100	100
Kamloops	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$95	\$95	\$95
Kelowna	\$110	\$110	\$110	\$110	\$120	\$130	\$130	\$130	\$130	\$120	\$110	\$110
Nanaimo	\$100	\$100	\$100	\$100	\$110	\$110	\$110	\$110	\$110	\$110	\$100	\$100
Nelson	\$95	\$95	\$95	\$95	\$100	\$100	\$105	\$105	\$105	\$100	\$95	\$95
Penticton	\$90	\$90	\$95	\$100	\$125	\$130	\$145	\$145	\$125	\$100	\$100	\$95
Prince George	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Prince Rupert	\$95	\$95	\$95	\$95	\$110	\$110	\$110	\$110	\$110	\$110	\$95	\$95
Smithers	\$90	\$90	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$95	\$95
Terrace	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Vernon	\$95	\$95	\$95	\$105	\$110	\$110	\$120	\$120	\$110	\$95	\$95	\$95
Whistler	\$185	\$185	\$185	\$180	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$185
Williams Lake	\$80	\$80	\$80	\$80	\$90	\$90	\$90	\$90	\$90	\$90	\$80	\$80
Other Cities Not Listed	\$90	\$90	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$90	\$90

*Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.



SAMPLE

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

CONTRACT IDENTIFICATION NUMBER

Transportation

* For private vehicle only.

TOTAL	\$
--------------	-----------

Meals

TOTAL	\$
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Accommodation

TOTAL	\$
-------	----

TOTAL EXPENSES \$



Letter of Authorization for Contractors

"Date"

To: All Authorized Province of British Columbia
Travel Industry Suppliers

Re:

"Contract Identification Number & Brief Description of Services"

Please be advised that:

"Name of Contractor"

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

to

"Commencement Date"

"Completion Date"

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

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

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

"Phone Number"

Thank you for your co-operation.

Yours truly,

"Name of Ministry Contact"

"Position Title"



October 28, 2009

File: 039CS0035

Jane S. Shackell, Q.C.
Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, BC V6Z 2M1

Dear Jane:

Re: Contract 039CS0035 Fairness Reviewer – Evergreen Project

I am forwarding the contract document for the above contract duly executed for the Ministry of Transportation and Infrastructure.

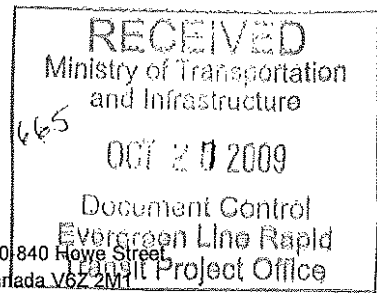
Yours truly,

Julie Martin
Corporate Services Manager
Evergreen Line Rapid Transit Project

Attachment

MILLER THOMSON LLP

Barristers & Solicitors
Patent & Trade-Mark Agents



Robson Court, 1000-840 Howe Street
Vancouver, BC, Canada V6Z 2M1
T: 604.687.2242
F: 604.643.1200
www.millerthomson.com

October 26, 2009

by courier

Ministry of Transportation and Infrastructure
c/o CH2M Hill
Cathedral Place, 550 - 925 W. Georgia St.
Vancouver V6C 3L2

Attention: Ms. Julie Martin
Manager Corporate Services

Jane S. Shackell, Q.C.
Direct Line: 604.643-1284
jshackell@millerthomson.com

File: 094715.0002

Dear Ms. Martin:

**Re: Consulting Services Contract #03 C S 0035
Fairness Reviewer – Evergreen Rapid Transit Project**

Enclosed as you requested are two signed copies of the captioned Consulting Services Contract.

Once the Contract has been signed on behalf of the Ministry, would you please kindly provide me with one originally-signed copy.

Thank you for your assistance.

Yours truly,

MILLER THOMSON LLP

Per:

Jane S. Shackell, Q.C.
/clr

3984609.1



October 19, 2009

File: 039CS0035

Jane Shackell, QC
Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, BC V6Z 2M1

Dear Jane:

Re: Contract 039CS0035 – Fairness Reviewer – Evergreen Project

Approval has been obtained to engage your firm for the above noted services in the amount of \$150,000.

Enclosed is the complete contract for your signature. If you are in agreement please sign and have witnessed, or affix your seal (if applicable), in the appropriate location on the contract. Please return all of the pages to the mailing address noted below. After receipt and execution of the contract by this office a copy will be returned for your records.

Upon receipt of your signed copy of the contract, kindly proceed with the Services required by the Works/Services Schedule. Remuneration will be paid as set out in the 'Payment Schedule'. If travel expenses apply they will be reimbursed in accordance with the 'Schedule of Reimbursable Travel Expenses'.

Liaison on behalf of the Ministry will be carried out by Claire Ingram, Procurement Advisor,
ph 250 387-2673

If there is a requirement for travel please ensure the letter permitting the use of Provincial Government rates from the Schedule of Reimbursable travel is signed by the Ministry Liaison prior to traveling.

Please use our Reference number Contract ID number on any correspondence and invoices submitted.

If you have any questions please contact the undersigned at 604 660-8269

Yours truly,

Julie Martin
Manager, Corporate Services
Evergreen Line

Enclosure

Ministry of
Transportation &
Infrastructure

Evergreen Line Project

Mailing Address:
2900 Barnet Highway
Coquitlam, BC V3B 0G1

Telephone: 604-927-4452
Facsimile: 604-927-4453
Information: 604-775-0471

www.th.gov.bc.ca/evergreen_line

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REQUEST FOR CONSULTING
SERVICES CONTRACT

To	Headquarters or Regional Contract Administration Evergreen Line Project		Date (yyyy/mm/dd) 2008 09 30
	Address (Street Number, City, Province, Postal Code) 2900 Barnet Highway, Coquitlam, BC V3B 0G1		
From	Requestor (Print Name) Maria Ciarniello	Qualified Receiver (Print Name) Claire Ingram	Phone Number 250 387-2673
	Branch, Region, District Name Chief Operating Officer		Contact Responsibility Centre Number 55039
File Number	Contact Contract Identification Number (Contract Administration Use Only) 0 3 9 C S 0 0 3 5		RISP Selection Number
Contractor	Business Name Miller Thomson LLP		Phone Number (604) 643-1284
	Contact Name Jane Shackell, QC		Facsimile Number 604.643.1200
	Business Address (Street Number, City, Province, Postal Code) 1000-840 Howe Street, Vancouver, BC V6Z 2M1		

Method of Contractor Selection ☐ RISP System ☒ Selective Invitation ☐ RFP ☐ ITQ ☐ Direct Award (attach explanation)

Procurement Process and Agreement on Internal Trade (AIT) Form (mandatory): ☒ Check the Appropriate Box for each on Page 2.

Category Type: ☒ BN.BN02 - Consulting Services

Short Description: Fairness Reviewer - Evergreen Project

Commencement Date (yyyy/mm/dd) 2009 10 15 20

Completion Date (yyyy/mm/dd) 2011 03 31

1. Attachments (Mandatory): <input checked="" type="checkbox"/> Works/Services Schedule (H0461A) <input checked="" type="checkbox"/> Payment Schedule (H0461B)		2. Risk Review: <input checked="" type="checkbox"/> Attach Risk Review Sheet (H0056) Completion Required			
3. Please indicate which of the following forms are to be attached by the Contract Administration Section:					
3a) Schedule of Reimbursable Expenses: <input type="checkbox"/> No <input type="checkbox"/> Regular H0461c <input checked="" type="checkbox"/> Management (Travel 2) H0461c-1		3b) Special Conditions: <input checked="" type="checkbox"/> No <input type="checkbox"/> Engineering Assignments H0461d <input type="checkbox"/> Information Systems H0461d-1 <input type="checkbox"/> Surveying Assignments H0461d-2		3c) Insurance (H0111): <input checked="" type="checkbox"/> No <input type="checkbox"/> Insurance Specifications (INS-80) <input type="checkbox"/> Insurance Specifications Professional Services (INS-132) Professional Liability Limits (Item 5) <input type="checkbox"/> \$ 250,000 <input type="checkbox"/> \$ 500,000 <input type="checkbox"/> \$1,000,000	
3d) Privacy Protection, does your contract include the collection of personal information? <input checked="" type="checkbox"/> No <input type="checkbox"/> Privacy Protection Schedule (PPS)			4. For Contract Admin. Offices Only: <input checked="" type="checkbox"/> Register of Companies/Licensed to do Business <input checked="" type="checkbox"/> WCB Registration		
Contract Total \$150,000		Fiscal Distribution	Year 2009 Total \$40,000	Year 2010 Total \$100,000	Year 2011 Total \$10,000
Orca Coding	Responsibility 039	Service Line 64555	STOB 6001	Project 5503901	TOTAL \$ 150,000
Orca Coding	Responsibility	Service Line	STOB	Project	TOTAL \$
CPS Coding	(Info 1) - CFS- Product 03901OH	Business Function Procure	(Info 2) - Work Activity Proc Mgmt	(Info 3) - Cost Type	TOTAL \$
Approval to Award	(Expense Authority Signature) 		Print Name: David Chang		
	(Signature of A.B.M. or D.M. where required)		Print Position: Assoc. Project Director		Date: Oct 19/09
			Print Name: Date:		

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Tick Off Appropriate Box for Procurement Process and then Tick Off Appropriate Box for AIT Requirements

PROCUREMENT PROCESS – LIST OF VALUES

- | Code | Description |
|---|--|
| <input type="checkbox"/> 100 | Open competitive process
An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid. |
| <input type="checkbox"/> 200 | Direct Award – Public sector organization
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization. |
| <input type="checkbox"/> 201 | Direct Award – Sole source
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity. |
| <input type="checkbox"/> 202 | Direct Award – Emergency
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process. |
| <input type="checkbox"/> 203 | Direct Award – Security, order, etc.
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. |
| <input type="checkbox"/> 204 | Direct Award – Confidentiality
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest. |
| <input type="checkbox"/> 205 | Direct Award – Notice of Intent
A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$25,000, or a contract for services or construction valued at more than \$50,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required. |
| <input type="checkbox"/> 206 | Direct Award – No justification
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy. |
| <input type="checkbox"/> 207 | Direct Award – Under \$25,000
Use when a direct award has been made for an amount of less than \$25,000 unless one of the 200 to 204 applies. |
| <input type="checkbox"/> 300 | Direct Invitation to selected vendors
A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, then use 401. |
| <input type="checkbox"/> 400 | Selected vendor from pre-qualification list (RISP < \$100,000)
Use for a contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process followed must be consistent with the rules that were publicised when the pre-qualification list was established. |
| <input checked="" type="checkbox"/> 401 | Competition among vendors on a pre-qualification list (RISP \$100,000 - \$1,000,000)
A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.

Use if a competitive solicitation is issued to a limited list of vendors selected from a pre-qualification list. This solicitation process can include some or all of the vendors on the pre-qualification list but the process followed must be consistent with the rules that were publicised when the pre-qualification list was established. |

PROCUREMENT PROCESS – LIST OF VALUES Cont'd.

- | Code | Description |
|------------------------------|--|
| <input type="checkbox"/> 500 | Purchase from a Corporate Supply Arrangement
A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in the Core Policy Manual section 6.3.2 a (1). |
| <input type="checkbox"/> 600 | Other purchase process
Use for other purchasing process including ministerial appointments. |
| <input type="checkbox"/> 601 | Other – Continuing Agreements
Use for continuing agreements for the component schedules created pursuant to continuing agreements (all STOB 80). A continuing agreement is a specific and optional form of contract that is only to be used in one of the community health and social service areas. Not all contracts in these areas are continuing agreements so look for specific wording on the contract title page that indicates it is a continuing agreement. |
| <input type="checkbox"/> 602 | Other – Grants and Entitlements
This is used for grants and entitlements. |

AGREEMENT ON INTERNAL TRADE (AIT) – LIST OF VALUES

- | Code | Description |
|---|---|
| <input checked="" type="checkbox"/> 100 | Purchase subject to AIT
The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below. |
| <input type="checkbox"/> 200 | Purchase below applicable AIT threshold
The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction). |
| <input type="checkbox"/> 300 | Purchase of an exempted commodity/service
The purchase is for goods, services or construction that is exempted from coverage of the AIT or to which AIT does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services, grants and entitlements, ministerial appointments). |
| <input type="checkbox"/> 400 | Excluded - Emergency
A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement. |
| <input type="checkbox"/> 500 | Excluded - Security, order, etc.
A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health. |
| <input type="checkbox"/> 600 | Excluded - Product compatibility/exclusive rights
A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative. |
| <input type="checkbox"/> 700 | Excluded - Procurement of prototype
The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases. |
| <input type="checkbox"/> 800 | Excluded - Regional/Economic development
A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes. |
| <input type="checkbox"/> 900 | Excluded - RISP program (MOT)
The Ministry of Transportation's specific exclusion for its RISP program for hiring engineers. |

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