

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: IS18IMB025

Requisition No.: \_\_\_\_\_

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

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

### ***Contractor Information***

Supplier Name: QUARTECH SYSTEMS LTD.

Supplier No.: \_\_\_\_\_

Telephone No.: 250-380-9686

E-mail Address: dean.colpman@quartech.com

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

### ***Financial Information***

Client: s.17

Responsibility Centre: 29KAQ

Service Line: 38525

STOB: 6309

Project: 29KG330

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#### **SCHEDULE A – SERVICES**

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

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#### **SCHEDULE B – FEES AND EXPENSES**

Part 1 - Maximum Amount Payable  
Part 2 - Fees  
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**



THIS AGREEMENT is dated for reference the 4<sup>TH</sup> day of JULY, 2017.

BETWEEN:

**QUARTECH SYSTEMS LTD.** (the "Contractor") with the following specified address and fax number:  
**SUITE 200-1012 DOUGLAS STREET**  
**VICTORIA BC V8W 2C3**

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by MINISTRY OF AGRICULTURE (the "Province") with the following specified address and fax number:  
**2<sup>ND</sup> FLOOR, 2975 JUTLAND ROAD**  
**PO BOX 9364 ST. PROV GOVT V8W 9M3**

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 or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

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

## 2 SERVICES

#### Provision of services

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

#### Term

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

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#### 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.

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#### 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

### Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced 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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) 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; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
  - (b) \$4,000,000 in the aggregate for all Losses.

### Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
  - (b) third-party intellectual property rights; or
  - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

### Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.



### Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
  - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.
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### Insurance

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

### Workers compensation

- 9.7 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

- 9.8 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

- 9.9 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 9.7 and 9.8.

## 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 Mediate BC Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of arbitration or mediation

- 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 arbitration or mediation 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

#### 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 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 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 subject to any applicable limitation period prescribed by law, 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

15181mB025

- 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>5</u> day of <u>JULY</u>, 20<u>17</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>DEAN COLPMAN</u> Signature(s)</p> <p><u>Dean Colman</u> Print Name(s)</p> <p><u>Vice President</u> Print Title(s)</p>	<p>SIGNED on the <u>5</u> day of <u>JULY</u>, 20<u>17</u> on behalf of the Province by its duly authorized representative:</p> <p><u>SEAN CAVANAGH</u> Signature</p> <p><u>DIRECTOR</u> Print Name</p> <p><u>Seán Cavanagh</u> Print Title</p>
---	--



- 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 ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>DEAN COLPMAN</u> Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p><u>SEAN CAVANAGH</u> Signature</p> <p><u>DIRECTOR</u> Print Name</p> <p>_____ Print Title</p>
---	--

## Schedule A – Services

Attachment to the Agreement with Quartech Systems Inc. for the **Development, Implementation to Production and Maintenance of the Nutrient Management Program, web application** for Ministry of Agriculture.

### 1. THE SERVICES

The Contractor shall provide the following Services but not limited to:

- Investigate and develop an easy-to-use online solution for both consultants and producers which results in an increased awareness for nutrient management practices.
- Use Agile/DevOps principle and Scrum methodology
- Perform project-related tasks as required
- Ensure the application will conform to the Government of British Columbia web standards:  
<http://www2.gov.bc.ca/gov/content/about-gov-bc-ca/web-presence>
- Deliver the required enhancements and system modules to implement the recommended system solutions using sector standards

### Reporting requirements

The Contractor must:

- Provide regular status reports, or as requested by the Ministry; the reports should contain activities accomplished and planned, issues and resolutions, risks and mitigation strategies, and schedule status.
- Attend regular meetings, or as requested, other work meetings with Ministry staff.
- The Contractor must supply their own phone and laptop for services carried out for the Ministry.

### Confidentiality

The government has the benefit of solicitor-client privilege in this document. Please do not disclose its contents outside of the BC government without the prior written approval of a lawyer in Legal Services Branch.



## 2. KEY PERSONNEL

The Services shall be performed by the following “Key Personnel”:

### Primary Resource

Name	Position
Gus Jassal	Project Manager
Tom Preece	Full Stack Developer
Gus Jassal	User Experience Designer
Ed Rubuliak	Scrum Master
Laure Reeves	Project Executive
Stephen Curran	DevOps Specialist

These project team members will not be removed or replaced without the Ministry’s prior approval and any proposed substitutions will need to have qualifications and experience that, in the Ministry’s sole opinion, meet or exceed those of the individual(s) to be substituted.

Any resource changes can be validated via email by the Ministry Business Portfolio Manager.

## Schedule B – Fees and Expenses

Attachment to the Agreement with Quartech Systems Inc. for the Development, Implementation to Production and Maintenance of the Nutrient Management Program, web application for Ministry of Agriculture.

### 1. Fees

- 1.01 Your fees (exclusive of Provincial Sales Tax (PST) and Goods and Services Tax (GST) will be based on a rate:

Name	Title	Rate per Hour
Gus Jassal	Project Manager	\$120.00
Tom Preece	Full Stack Developer	\$120.00
Gus Jassal	User Experience Designer	\$120.00
Ed Rubuliak	Scrum Master	\$120.00
Laurie Reeves	Project Executive	N/A
Dean Colpman	Account Executive	N/A
Stephen Curran	DevOps Specialist	\$145.00

- 1.02 In no event will fees payable to you in accordance with this Schedule exceed in total \$120,000

- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the maximum quantity stated in clause 1.0.2, without the **prior written** approval of the Ministry Representative.

### 2 Expenses

- 2.01 No expenses required for this contract

### 3 submission of statement of account

- 3.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us for the period from and including the first day of a month to and including the last day of the month.

3.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable PST and GST payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item;
- (f) any other billing information reasonably requested by us.

3.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

3.04 the Ministry may offer renewal of the Contract (s) stemming from the 18SOW-014 for a further four terms of up to one year each at substantially the same terms and conditions of the initial contract.

3.05 Invoices are to be submitted to:

[CSNR.IMBContracts@gov.bc.ca](mailto:CSNR.IMBContracts@gov.bc.ca) and [Clover.Mohr@gov.bc.ca](mailto:Clover.Mohr@gov.bc.ca)

### Schedule C – Approved Subcontractor(s)

“Not applicable.”

### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation 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 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; and
  - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
    - (i) not less than \$1,000,000, if the “Maximum Amount” set out in Schedule B is less than \$500,000; and
    - (ii) not less than \$2,000,000, if the “Maximum Amount” set out in Schedule B is \$500,000 or greater.
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, 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. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the

Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

**Schedule E – Privacy Protection Schedule**

“Not applicable”

**Schedule F – Additional Terms**

“Not applicable”

**Schedule G – Security Schedule**

“Not applicable”



PRINT NAME: Clover Mohr

PRINT NAME: Sean Cavanagh

PRINT NAME:

**PART C – MODIFICATIONS**

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

CONTRACT NUMBER: 15181MB025

MODIFICATION #: 1

CONTRACTOR (FULL LEGAL NAME): Quartech Systems Ltd.

Project Name: Nutrient Management Program

ADDRESS: Suite 200 - 2160 Springer Ave  
Burnaby, BC V5B 3M7

PHONE NUMBER:

EMAIL ADDRESS: Laurie.Reeves@Quartech.com

NAME: Laurie Reeves

REASON FOR MODIFICATION: New agile application that needs additional dollars to complete the application.

CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
s.17	29KAQ	38525	6309	29KG330	\$120,000

ORIGINAL CONTRACT TOTAL \$ 120,000

PREVIOUS CONTRACT TOTAL: \$ 120,000

MODIFICATION AMOUNT: \$ 100,000

NEW CONTRACT TOTAL: \$ 220,000

PREVIOUS CONTRACT TERM: From:

To:

NEW CONTRACT TERM: From:

To:

**CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)**

Y N N/A

1.	Is the existing contract still open? Contracts cannot be modified after they have expired. CPPM 6.3.2 a.11	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Does the modification format comply with the content of the FS600 Amendment Form - <a href="http://www.for.gov.bc.ca/isb/forms/lib/FS600.doc">http://www.for.gov.bc.ca/isb/forms/lib/FS600.doc</a> and the clauses as stated in CPPM 6.3.3.e.9?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**BEST PRACTICES CHECKLIST**

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

EXPENSE AUTHORITY APPROVAL email approval acceptable

EXECUTIVE APPROVAL (if required) email approval acceptable

Signature

Date

Signature

Date



Natural Resource Sector

## Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: IS18IMB025

PROJECT NAME: NUTRIENT MANAGEMENT PROGRAM

THIS MODIFICATION AGREEMENT dated for reference **OCTOBER 11, 2017**.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the **MINISTER OF  
AGRICULTURE**

AND

**QUARTECH SYSTEMS LTD**

(the "Contractor", "you", or "your" as applicable) at the following address:

**SUITE 200-1012 DOUGLAS STREET  
VICTORIA BC V8W 2C3**

### INFORMATION MANAGEMENT BRANCH

(the "Province", "we", "us", or "our" as applicable) at the following address:

**PO BOX 9364 STN PROV GOVT  
VICTORIA, BC V8W 9M3**

Telephone: Fax: E-mail Address:  
**778 698-2621 250 953-3752 Clover.mohr@gov.bc.ca**

Ministry Representative: **CLOVER MOHR**

Alternate (if applicable):

Telephone: Fax: E-mail Address:  
**604 291-9686 Dean.colpman@quartech.com**

Contractor Representative: **DEAN COLPMAN**

Corporate Business Number:

WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference **JULY 4, 2017** (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

1. **PREVIOUS CONTRACT: \$120,000**
2. **MODIFICATION AMOUNT: \$100,000**
3. **NEW CONTRACT TOTAL: \$220,000**

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

**SIGNED AND DELIVERED** on behalf of the Province by an  
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

**SEAN CAVANAGH**

(PRINTED NAME of authorized representative)

Dated this 11 day of OCTOBER 2017

**SIGNED AND DELIVERED** by or on behalf of the Contractor (or  
by an authorized signatory of the Contractor if a corporation)

(Signature of Contractor or Authorized Signatory)

**DEAN COLPMAN**

(PRINTED NAME of Contractor or authorized signatory)

Dated this 11 day of OCTOBER 2017



## PART C – MODIFICATIONS

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

CONTRACT NUMBER: IS18IMB025

MODIFICATION #: 2

CONTRACTOR (FULL LEGAL NAME): Quartech Systems Ltd.

Project Name: Nutrient Management Program

ADDRESS: Suite 200 – 2160 Springer Ave  
Burnaby, BC V5B 3M7

PHONE NUMBER:

EMAIL ADDRESS: Laurie.Reeves@Quartech.com

NAME: Laurie Reeves

REASON FOR MODIFICATION: Year two of five year - RFP

CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
s.17	29KAQ	38525	6309	29KG330	100,000

ORIGINAL CONTRACT TOTAL \$ 120,000

PREVIOUS CONTRACT TOTAL: \$ 220,000

MODIFICATION AMOUNT: \$ 100,000

NEW CONTRACT TOTAL: \$ 320,000

PREVIOUS CONTRACT TERM: From: 2017-07-04

To: 2018-03-31

NEW CONTRACT TERM: From:

To: 2019-03-31

### CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)

Y N N/A

- |    |  |                                     |                          |                          |
|----|--|-------------------------------------|--------------------------|--------------------------|
| 1. | Is the existing contract still open? Contracts cannot be modified after they have expired. CPPM 6.3.2.a.11   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Does the modification format comply with the content of the NRS600 Amendment Form - <a href="https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx">https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx</a> and the clauses as stated in CPPM 6.3.3.e.9? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### BEST PRACTICES CHECKLIST

- |    |  |                                     |                          |                                     |
|----|--|-------------------------------------|--------------------------|-------------------------------------|
| 3. | The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the Modification Agreement?                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4. | Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 25% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5. | If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

EXPENSE AUTHORITY APPROVAL email approval acceptable

EXECUTIVE APPROVAL (if required) email approval acceptable

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Qualified Receiver Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_



Natural Resource Sector

## Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: IS/8IMB025

PROJECT  
NAME:

NUTRIENT MANAGEMENT PROGRAM

THIS MODIFICATION AGREEMENT dated for reference FEBRUARY 27, 2018.

**BETWEEN**

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

**AND**

**QUARTECH SYSTEMS LTD**

(the "Contractor", "you", or "your" as applicable) at the following address:  
SUITE 200-1012 DOUGLAS STREET  
VICTORIA BC V8W 2C3

**INFORMATION MANAGEMENT BRANCH**

(the "Province", "we", "us", or "our" as applicable) at the following address:  
PO BOX 9364 STN PROV GOVT  
VICTORIA, BC V8W 9M3

Telephone: Fax: E-mail Address:  
778 698-2621 250 953-3752 Clover.mohr@gov.bc.ca

Ministry Representative: CLOVER MOHR

Alternate (if applicable):

Telephone:  
604 291-9686

Fax:

E-mail Address:

Dean.colpman@quartec  
h.com

Contractor Representative: DEAN COLPMAN

Corporate Business Number:

WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference JULY 4, 2017 (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

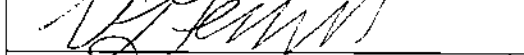
1. PREVIOUS CONTRACT: \$220,000
2. MODIFICATION AMOUNT: \$100,000
3. NEW CONTRACT TOTAL: \$320,000
4. NEW CONTRACT TERM: FROM: JULY 4, 2017 TO: MARCH 31, 2019

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an  
authorized representative of the Province


  
(Signature of authorized Ministry Expense Authority)

VICTORIA FENNEL

(PRINTED NAME of authorized representative)

Dated this 28 day of February 2018

SIGNED AND DELIVERED by or on behalf of the Contractor (or  
by an authorized signatory of the Contractor if a corporation)

  
(Signature of Contractor or Authorized Signatory)

DEAN COLPMAN

(PRINTED NAME of Contractor or authorized signatory)

Dated this 27 day of February 2018

## IM/IT CONTRACT MODIFICATION REQUEST FORM

This form must be completed to modify an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year. Instructions are included at the bottom of the form and can be made visible by selecting the Show/Hide Paragraph function ( ).

Solicitation No.		Contract No	IS18IMB025
Modification No	MOD #3		

Contract Company Name (Full Legal Name):		QUARTECH SYSTEMS LIMITED	
Contractor's 'doing business as' name (if applicable)			
Contractor Signing Authority Name:		Stephen Bamford	
Address:	Suite 200-1012 Douglas St, Victoria BC V8W 2C3		
Email Address:	Dean.Colpman@quartech.com		
Phone No	604 - 291 - 9686	WCB No:	

Reasons for Modification:	In accordance with MOU19AG-005, to increase budget to \$300,000 130.29KAO.38525.6309.29KG330
---------------------------	---

Original Contract Total:	\$ 120000	Previous Contract Total:	\$ 320000
Modification Amount:	\$ 200000	New Contract Total	\$ 520000

Previous Contract Term:	From:	To:
New Contract Term	From:	To: March 31, 2019

[illegible][illegible]


CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)		Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. <u>CPPM 6.3.2.a.11</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the content of the NRS600 Amendment Form - <a href="https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx">https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx</a> and the clauses as stated in <u>CPPM 6.3.3.e.9?</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST				
3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the Modification Agreement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 25% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Qualified Receiver/Contract Monitor email approval acceptable	
Signature _____	Date _____
PRINT NAME:	

Expense Authority (if required) email approval acceptable	
Signature _____	Date _____
PRINT NAME:	

Executive Approval (if required) email approval acceptable	
Signature _____	Date _____
PRINT NAME:	



Natural Resource Ministries

## Contract Modification Agreement No. 3

MINISTRY CONTRACT/FILE NO.: **IS18MB025**

PROJECT NAME: **NUTRIENT MANAGEMENT PROGRAM**

**THIS MODIFICATION AGREEMENT** dated for reference **December 13, 2018**.

### BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the **MINISTER OF  
AGRICULTURE**

### AND

#### **QUARTECH SYSTEMS LTD**

(the "Contractor", "you", or "your" as applicable) at the following address:

**SUITE 200-1012 DOUGLAS STREET  
VICTORIA BC V8W 2C3**

#### **INFORMATION MANAGEMENT BRANCH**

(the "Province", "we", "us", or "our" as applicable) at the following address:

**PO BOX 9364 STN PROV GOVT  
VICTORIA, BC V8W 9M3**

Telephone:      Fax:      E-mail Address:  
**778 698-2621      250 953-3752      Clover.mohr@gov.bc.ca**

Ministry Representative: **CLOVER MOHR**

Alternate (if applicable):

Telephone:      Fax:      E-mail Address:  
**604 291-9686           Dean.colpman@quartec  
h.com**

Contractor Representative: **DEAN COLPMAN**

Corporate Business Number:

WorkSafe BC No:      and/or      POP No.

A. The Parties entered into an Agreement dated for reference **JULY 4, 2017** (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

1. **PREVIOUS CONTRACT:      \$320,000**
2. **MODIFICATION AMOUNT:      \$200,000**
3. **NEW CONTRACT TOTAL:      \$520,000**

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

**SIGNED AND DELIVERED** on behalf of the Province by an  
authorized representative of the Province

  
(Signature of authorized Ministry Expense Authority)

**STEPHEN BAMFORD, DIRECTOR**

(PRINTED NAME of authorized representative)

Dated this 14 day of DECEMBER 2018

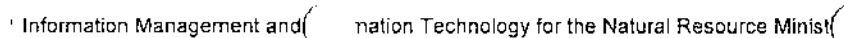
**SIGNED AND DELIVERED** by or on behalf of the Contractor (or  
by an authorized signatory of the Contractor if a corporation)

  
(Signature of Contractor or Authorized

Signatory) **DEAN COLPMAN, Vice President**

(PRINTED NAME of Contractor or authorized signatory) Dated

this 13th day of December, 2018



☒ AGRI      ☐ FLNR  
☐ EMPR      ☐ IRR  
☐ ENV

This form must be completed to modify an existing contract only if there is an increase to the dollar value or if the contract is being extended into another fiscal year. Instructions are included at the bottom of the form and can be made visible by selecting the Show/Hide Paragraph function ( ).

Solicitation No.		Contract No	IS18IMB025
Modification No	MOD #4		

Contract Company Name (Full Legal Name):		Quartech Systems Ltd.	
Contractor's 'doing business as' name (if applicable)			
Contractor Signing Authority Name:		Dean Colpman	
Address:	650 - 2889 E 12th Ave, Vancouver BC V5M 4T5		
Email Address:	Dean.Colpman@quartech.com		
Phone No	604 - 291 - 9686	WCB No:	

Reasons for Modification:	In accordance with MOUAG20-0001, increase budget by \$200,000 and to extend contract to March 31, 2020 In addition, add maintenance support from Quartech and fix pricing
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Original Contract Total:	\$ 120,000	Previous Contract Total:	\$ 520,000
Modification Amount:	\$ 200,000	New Contract Total	\$ 720,000

Previous Contract Term:	From:	To:
New Contract Term	From:	To: March 31, 2020

[illegible]

Recoverable? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide recovery coding:												
Client	Resp	Service Line	STOB	Project #	Existing Current	Increase (+) or (-)	New Current Fiscal	Amount Year 2	Amount Year 3	Amount Year 4	Amount Year 5	App or Project Acronym

					FY Amount	Decrease Amount	Year PO Line Total					for PO Line

CORE POLICY COMPLIANCE – MODIFICATIONS (See instructions)											Y	N	N/A
1.	Is the existing contract still open? Contracts cannot be modified after they have expired. <u>CPPM 6.3.2.a.11</u>										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the modification format comply with the content of the NRS600 Amendment Form - <a href="https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx">https://www.nrs.gov.bc.ca/csnr/files/csnr/media/Financial%20Services/Modification%20NRS600.docx</a> and the clauses as stated in <u>CPPM 6.3.3 e.9?</u>										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BEST PRACTICES CHECKLIST													
3.	The modification amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate <u>expense authority</u> approved the Modification Agreement?										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the modification compliant with the terms of the contract solicitation process (RFP etc.) or within 25% of original value? If no, include documentation to explain why the opportunity has not been offered to other vendors.										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	If this contract has been modified more than twice, have you included documentation to explain why the opportunity has not been offered to other vendors?										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Qualified Receiver/Contract Monitor email approval acceptable	
Signature _____	Date _____
PRINT NAME:	

Expense Authority (if required) email approval acceptable	
Signature _____	Date _____
PRINT NAME:	

Executive Approval (if required) email approval acceptable	
Signature _____	Date _____
PRINT NAME:	



Natural Resource Ministries

## Contract Modification Agreement No. 4

MINISTRY CONTRACT/FILE NO.: **IS18IMB025**

PROJECT NAME: **NUTRIENT MANAGEMENT PROGRAM**

**THIS MODIFICATION AGREEMENT** dated for reference **March 28, 2019**.

### BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the **MINISTER OF  
AGRICULTURE**

### AND

**QUARTECH SYSTEMS LTD**

(the "Contractor", "you", or "your" as applicable) at the following address:

**SUITE 200-1012 DOUGLAS STREET**

**VICTORIA BC V8W 2C3**

### INFORMATION MANAGEMENT BRANCH

(the "Province", "we", "us", or "our" as applicable) at the following address:

**PO BOX 9364 STN PROV GOVT  
VICTORIA, BC V8W 9M3**

Telephone: Fax: E-mail Address:  
**778 698-2621 250 953-3752 Clover.mohr@gov.bc.ca**

Ministry Representative: **CLOVER MOHR**

Alternate (if applicable):

Telephone: Fax: E-mail Address:  
**604 291-9686 Dean.colpman@quartech.com**

Contractor Representative: **DEAN COLPMAN**

Corporate Business Number:

WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference **JULY 4, 2017** (hereinafter called the "Agreement").


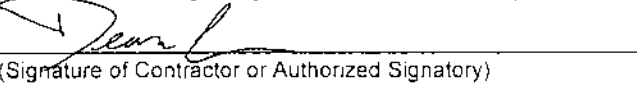
B. The Parties agree to amend the Agreement as follows:

1. **PREVIOUS CONTRACT: \$520,000**
2. **MODIFICATION AMOUNT: \$200,000**
3. **NEW CONTRACT TOTAL: \$720,000**
4. **NEW CONTRACT TERM: JULY 4, 2017 TO MARCH 31, 2020**

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
<b>STEPHEN BAMFORD, DIRECTOR</b>	<b>DEAN COLPMAN</b>
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>1</u> day of <u>April</u> 20 <u>19</u>	Dated this <u>29th</u> day of <u>March</u> 20 <u>19</u>