


# Tulsequah Chief mine - AERA contract for Jennifer's signature

Thursday, August 10, 2017  
3:22 PM

Subject	<b>Tulsequah Chief mine - AERA contract for Jennifer's signature</b>
From	Jackson, Vickie ENV:EX
To	Miller, Mary ENV:EX
Sent	Tuesday, October 18, 2016 10:29 AM
Attachments	 Telsequah.8 signed con...

Hi Mary-

Here it is. I'm running a hard copy to you shortly.

We can chat later about filing.

Vickie

**From:** Cindy Ott [<mailto:cott@slrconsulting.com>]

**Sent:** Tuesday, October 18, 2016 10:23 AM

**To:** Jackson, Vickie ENV:EX

**Cc:** Joline Widmeyer

**Subject:** RE: Urgent request: Sign Tulsequah contract and scan back

Hi Vickie

Sorry for missing that detail.

Here it is.

Cindy

**From:** Jackson, Vickie ENV:EX [<mailto:Vickie.Jackson@gov.bc.ca>]

**Sent:** October 18, 2016 10:17 AM

**To:** Cindy Ott

**Cc:** Joline Widmeyer

**Subject:** Urgent request: Sign Tulsequah contract and scan back

**Importance:** High

Hi Cindy-

Can you please just write in on page 12 the date that Kevin signed and re-scan this to me? I've got Jennifer lined up to sign soon.

Cheers,

Vickie

**From:** Cindy Ott [<mailto:cott@slrconsulting.com>]

**Sent:** Tuesday, October 18, 2016 10:04 AM

**To:** Jackson, Vickie ENV:EX

**Cc:** Joline Widmeyer

**Subject:** RE: Urgent request: Sign Tulsequah contract and scan back

**Importance:** High

Hi Vickie

Attached is the signed contract and insurance.

Best regards,

Cindy

**Cindy Ott, M.Sc., P.Ag., GeoL., P.Chem.**

Senior Scientist

SLR Consulting (Canada) Ltd.

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**From:** Jackson, Vickie ENV:EX [mailto:[Vickie.Jackson@gov.bc.ca](mailto:Vickie.Jackson@gov.bc.ca)]

**Sent:** October 17, 2016 1:52 PM

**To:** Joline Widmeyer; Cindy Ott

**Cc:** Hill, Douglas J ENV:EX; Nelless, Brady ENV:EX; Eichenberger, Kathy MEM:EX; Payette, Leslie ENV:EX; Roome, Robyn ENV:EX; McGuire, Jennifer ENV:EX

**Subject:** Urgent request: Sign Tulsequah contract and scan back

**Importance:** High

Hi Joline and Cindy-

Here is the final version of the contract for signing...unless you have any changes.

That's why I sent a word version as well.

If you are satisfied, please arrange for the pdf version to be signed and dated on page 12, scanned and emailed back to me by tomorrow. I'll then work at this end to obtain Jennifer McGuire's signature.

AJ is working on obtaining the additional background material you're seeking.

He'll send those items as they become available.

Stay in touch if you have any questions or if issues arise.

Regards,

Vickie

*Vickie Jackson*

*Manager, Division Operations*

*Environmental Protection, Ministry of Environment*

*3rd floor - 2975 Jutland Road, Victoria*

*250 356-8705 - office*

*250 889-3506 - mobile*

CAMBX1S

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: CS17JHQ0001

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

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

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

### **Contractor Information**

Supplier Name: SLR Consulting (Canada) Ltd.

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

Telephone No.: 604 738-2500

E-mail Address: cott@slrconsulting.com

Website: slrconsulting.com

### **Financial Information**

Client: **S.1**

Responsibility Centre: 2945A

Service Line: 30592

STOB: 6001

Project: 2900000

**Template version: July 4, 2016**

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**SCHEDULE A – SERVICES**

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

**SCHEDULE B – FEES AND EXPENSES**

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

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 19<sup>th</sup> day of October, 2016.

BETWEEN:

SLR Consulting (Canada) Ltd. (the "Contractor") with the following specified address and fax number:  
200-1620 West 8<sup>th</sup> Avenue  
Vancouver BC V6J 1V4  
Fax: 604 738-2508

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Environment (the "Province") with the following specified address and fax number:  
PO Box 9339 Stn Prov Govt  
Victoria BC V8W 9M1  
Fax: 250 387-5669

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

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

## **1 DEFINITIONS**

### **General**

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced 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.

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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

#### Instructions by Province

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

#### Confirmation of non-written instructions

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

#### Effectiveness of non-written instructions

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

#### Applicable laws

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

### **3 PAYMENT**

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).



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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

- (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual 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).

## **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.

#### Insurance

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

#### Workers compensation

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

#### Personal optional protection

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

#### Evidence of coverage

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

## 10 FORCE MAJEURE

### Definitions relating to force majeure

#### 10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

#### 11.1 In this section and sections 11.2 to 11.4:

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

#### Province's options on default

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

#### Delay not a waiver

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

#### Province's right to terminate other than for default

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the 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 mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights 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 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely 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**

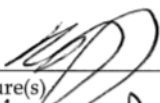
14.1 In this Agreement:

- (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**

- 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>18</u> day of October, 2016 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Kevin Pendreigh</u> _____ Print Name(s)</p> <p><u>Manager, Operations</u> _____ Print Title(s)</p>	<p>SIGNED on the ____ day of October, 2016 on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>Jennifer McGuire</p> <p>Executive Director, Regional Operations Branch, Environmental Protection Division</p>
--	---

## Schedule A – Services

### PART 1. TERM:

The term of this Agreement commences on October 19, 2016 and ends on March 31, 2017.

### PART 2. SERVICES:

#### Outputs

The Contractor must:

- conduct field work at the Tulsequah Chief mine site including water and sediment sampling;
- ensure samples are collected, handled and analyzed as per current accepted best practices;
- ensure all sampling addresses concerns noted in correspondence dated August 24, 2016 to Keith Boyle from Arash Janfada;
- using information from sampling analysis and other sources, develop an aquatic ecological risk assessment (AERA) for the acid mine drainage from the Tulsequah Chief mine that:
  - specifically addresses concerns noted in correspondence dated August 24, 2016 to Keith Boyle from Arash Janfada; and
  - includes recommendations for further sampling if the field work conducted under this contract did not allow for all required sampling to occur;
- submit a draft AERA to the Province for staff review;
- update this draft incorporating staff feedback; and
- submit a final AERA report

#### Outcomes

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

- current data, information and analysis that allows the Province to quantify risks and develop actions to mitigate risks to the environment associated with acid mine drainage from Tulsequah Chief Mine

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

#### Reporting requirements

The contractor must submit a draft AERA to Vickie Jackson [vickie.jackson@gov.bc.ca](mailto:vickie.jackson@gov.bc.ca) by January 31, 2017. This draft shall be submitted in .pdf format and shall include, at a minimum, the sections noted in the Table of Contents of the attached "Aquatic Ecological Risk Assessment – Tulsequah Chief Mine" dated December 20, 2013 with the exception of "Section 1 Regulatory Setting".

The contractor must report within 24 hours to Vickie Jackson [vickie.jackson@gov.bc.ca](mailto:vickie.jackson@gov.bc.ca) any circumstance which hinders the contractor's ability to perform field sampling to an extent that would make it unlikely that the required draft AERA could be delivered by January 31, 2017.

### PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – Proposal excerpt	NOT APPLICABLE
Appendix 4 – "Aquatic Ecological Risk Assessment – Tulsequah Chief Mine"	ATTACHED

P:\WANS\SHARE\EPD\EPD\_SHARED\Mining Team\03-Projects\Tulsequah assessment\2013-12-20 Tulsequah Chief Aquatic ERA Final.pdf

**PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Joline Widmeyer, PhD., RPBio, Risk Assessor

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$100,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

**Fees:** at rates set out below for those hours during the Term when the Contractor provides the Services.

Name or job type	Hourly Rate	Home Location
Joline Widmeyer	s.21	Nanaimo
Junior Scientist		Vancouver and (Megan Lloyst) Markham, Ontario
Intermediate Scientist 1		Vancouver
Intermediate Scientist 2		Vancouver
Senior Scientist		Vancouver
CADD		Vancouver
Word Processing		Vancouver

### 3. EXPENSES:

#### Expenses:

- travel, accommodation and meal expenses for travel greater than 32 kilometers away from the "Home Location" as noted on the table above on the same basis as the Province pays its Group II employees when they are on travel status; and
- the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- the Contractor's actual expenses incurred for sampling equipment, sampling analysis, helicopter rental and vehicle rental.

All expenses claimed are to exclude goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

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

- the Contractor's legal name and address;
- the date of the statement, and the Billing Period to which the statement pertains;
- the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;

- (e) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (f) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (g) a description of this Agreement;
- (h) a statement number for identification;
- (i) reference to this agreement number; and
- (j) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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

- 1) Taku River Tlingit First Nation  
PO Box 132 Atlin BC, V0W 1A0
- 2) Mark Connor – Fisheries Steward, Taku River Tlingit First Nation


#### Schedule D – Insurance

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



## Tulsequah Chief Dec invoice

Thursday, August 10, 2017  
3:16 PM

Subject	<b>Tulsequah Chief Dec invoice</b>
From	<a href="#">Joline Widmeyer</a>
To	Jackson, Vickie ENV:EX
Sent	Tuesday, January 24, 2017 7:37 AM
Attachments	 0145772 for 201.88687...

Good morning Vickie,  
Attached is the invoice for work completed in December 2016 for the Tulsequah Chief Mine AERA project.  
Cheers, Jo  
**Joline Widmeyer, Ph.D., R.P.Bio**  
Intermediate Risk Assessor  
SLR Consulting (Canada) Ltd.

Direct: 250-390-5050 Ext. 32  
Cell: 250-714-4029  
Office: 250-390-5050  
Email: [jwidmeyer@slrconsulting.com](mailto:jwidmeyer@slrconsulting.com)  
#9 6421 Applecross Road, Nanaimo, BC, V9V 1N1, Canada  
[www.slrconsulting.com](http://www.slrconsulting.com)



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CAMBX15

SLR Consulting (Canada) Ltd.  
Suite 200 - 1620 West 8th Avenue  
Vancouver, BC V6J 1V4  
T: (604) 738-2500 F: (604) 738-2508  
Tax Registration Number: R127373108



BC Ministry of Environment  
Division Operations, Environmental Protection  
Attn: Vickie Jackson  
3rd floor – 2975 Jutland Road  
Victoria, BC V8T 2W1

January 11, 2017  
Project No: 201.88687.00000  
Invoice No: 0145772  
Project Manager: Joline Widmeyer

Project 201.88687.00000 AERA Update for the Tulsequah Chief Mine  
Contract No.: CS17JHQ0001  
Contract Amount: \$100,000  
Site Name: Tulsequah Chief Mine (CS17JHQ0001)  
Site Location: PO Box 9339 Stn Prov Govt, Victoria, BC  
Job Description: Review and update the existing AERA for the Tulsequah Chief Mine Site. BC MOE is requesting an AERA update and recommendations for future work to assist with reclamation planning.

**Professional Services to December 30, 2016**

Task 0001 Field Work

**Consultants**

Analytical Subcontractor

12/29/2016 Maxxam Analytics Inc. NAN1839

**Total Consultants**

5,323.50  
1.0 times 5,323.50 5,323.50

**Reimbursable Expenses**

Freight

11/5/2016 Lloyst, Megan

**Total Reimbursables**

92.92  
92.92 92.92

**Total this Task \$5,416.42**

Task 0002 AERA Reporting

**Professional Personnel**

	Hours	Rate	Amount
Junior Scientist	s.21		
Coady, Mathew			4,371.00
Lloyst, Megan			1,023.00
CADD			
Metvedt, Trevor			90.00
Ong, Isabel			202.50
Senior Scientist			
Ott, Cindy			962.50

Page 1 of 2

Pay by Direct Deposit / Wire Transfer HSBC Bank Canada - Acct: 539646-001 Inst: 016 Transit: 10270 SWIFT: HKBCCATT  
Pay by Credit Card Call: (604) 742-3847 or (604) 742-3859  
Pay by Cheque Payable To: SLR Consulting (Canada) Ltd. www.slrconsulting.com

Project	201.88687.00000	AERA Update for the Tulsequah Chief Mine	Invoice	0145772
Wichert, Gord		s.21	612.50	
Risk Assessor				
Widmeyer, Joline			7,098.00	
Totals			14,359.50	
<b>Total Labour</b>				<b>14,359.50</b>
			<b>Total this Task</b>	<b>\$14,359.50</b>
			<b>Subtotal</b>	<b>19,775.92</b>
<b>Taxes</b>				
GST		5.00 % of 19,775.92	988.80	
<b>Total Taxes</b>			<b>988.80</b>	<b>988.80</b>
			<b>Total this Invoice</b>	<b>\$20,764.72</b>

INVOICE  
Original

JAN 09 2017

INVOICE #: VA1031096  
Invoice Date: 2016/12/29

ATTN: JOLINE WIDMEYER  
SLR CONSULTING (CANADA) LTD  
# 9 - 6421 APPECROSS ROAD  
NANAIMO, BC  
CANADA V9V 1N1

Date Jan 3-2017 Invoice # VA1031096  
PO # NAN1839 Approval Joline Widmeyer  
Job # 201.88687.00000 Task 0001 GL \$ 5323.50  
Job # \_\_\_\_\_ Task \_\_\_\_\_ GL \_\_\_\_\_  
Job # \_\_\_\_\_ Task \_\_\_\_\_ GL \_\_\_\_\_  
Job # \_\_\_\_\_ Task \_\_\_\_\_ GL \_\_\_\_\_  
Job # \_\_\_\_\_ Task \_\_\_\_\_ GL \_\_\_\_\_  
Job # \_\_\_\_\_ Task \_\_\_\_\_ GL \_\_\_\_\_  
Invoice Total (incl. GST/HST) \$ 5589.68 GST 22700 HST 246.18

CLIENT #: 01 ACCOUNT #: 017  
GST/HST #: 10093 8877 RT  
YOUR P.O. #: NAN1839  
PROJECT NAME: 201.88687.00000.0001  
SITE: TULSEQUAH MINE AERA UPDATE  
QUOTE #: 017  
COC #: 509264-04-01, 509264-01-01, 509264-02-01, 509264-03-01, 08429301  
SLR CONSULTING (CANADA) LTD CONTACT: JOLINE WIDMEYER  
MAXXAM JOB #: 017  
DATE SAMPLE(S) RECEIVED: 2016/11/03

**SLR - Nanaimo**  
**Received**  
JAN 03 2017

FOR SERVICES RENDERED RE:

Acidity pH 4.5 & pH 8.3 (as CaCO3) -AT/PH (Water)	
25 @ 10.00/each	\$ 250.00
Conductance - water -AT/ALK (Water)	
25 @ 6.25/each	156.25
Filter and HNO3 Preserve for Metals -ICP (Water)	
1 @ 13.00/each	13.00
pH Water -AT/ALK (Water)	
25 @ 6.25/each	156.25
Sulphate by Automated Colourimetry -KONE/COL (Water)	
25 @ 10.00/each	250.00
Texture by Hydrometer (Sand, Silt, Clay) -HY (Soil)	
6 @ 33.75/each	202.50
Total Suspended Solids-Low Level -BAL/BAL (Water)	
25 @ 12.50/each	312.50
TOC Soil Subcontract -PREP (Soil)	
6 @ 43.75/each	262.50
AVS/SEM in Soil - PACKAGE PRICE (Soil)	
6 @ 268.00/each	1,608.00

## Detailed Expense Report

Wednesday, December 14, 2016

7:09:39 PM

SLR Consulting (Canada) Ltd.

Employee s.22 Lloyst, Megan

Signed \_\_\_\_\_

Approved \_\_\_\_\_

Submitted COPY

Profit Center CAN:209

Expense Report: Chargeable

Report Date: 12/9/2016

Date	Category	Description	Project	Task	Activity	Bill	Account	Currency Code	Amount	Payment Amount
------	----------	-------------	---------	------	----------	------	---------	---------------	--------	----------------

11/5/2016	Freight		201.88687.00000	0001		<input checked="" type="checkbox"/>	s.17	CAD	92.92	105.00
Tax Code: ONT		AERA Update for the Tulsequah Chief Mine					Tax Amt:		12.08	

1

Nov. 07, 2016	Nov. 06, 2016	LOBLAWS GAS BAR # 4128 LINDSAY, ON	\$38.50
Nov. 05, 2016	Nov. 08, 2016	ESSO 8291 WOODBINE AVE MARKHAM, ON	\$40.00
Nov. 05, 2016	Nov. 06, 2016	AIR CANADA ~ 17 WINNIPEG, MB	\$105.00


s.22

Nov. 05, 2016	Nov. 07, 2016	PEARSON PARKING VPL TORONTO, ON	\$126.00
Nov. 04, 2016	Nov. 07, 2016	INTEGRA TIRE WHITEHORSE WHITEHORSE, YT	\$22.90
Nov. 03, 2016	Nov. 07, 2016	AIR NORTH LTD WHITEHORSE, YT	\$133.42
Nov. 03, 2016	Nov. 07, 2016	AIR NORTH LTD WHITEHORSE, YT	\$192.44
Nov. 03, 2016	Nov. 07, 2016	DRIVING FORCE WHITEHORSE WHITEHORSE, YT	\$262.30
Nov. 03, 2016	Nov. 04, 2016	INTEGRA TIRE WHITEHORSE WHITEHORSE, YT	\$33.11
Nov. 01, 2016	Nov. 04, 2016	AIR CANADA ~ 17 WINNIPEG, MB	\$654.26

s.22

# Tulsequah budget update

Thursday, August 10, 2017  
3:14 PM

Subject	<b>Tulsequah budget update</b>
From	<a href="#">Joline Widmeyer</a>
To	Jackson, Vickie ENV:EX
Sent	Wednesday, February 1, 2017 10:06 AM
Attachments	 2017020109 5902126

Hi Vickie,

Wondering if we can have a quick call this week to review the Tulsequah AERA (attached) budget. This project was a bit different from most AERA's because it also included a site assessment component. We ended up creating a separate memo to explain what was done, how, and the results for the site assessment. This was an important item to include in the AERA but was not included in our original budget. The site assessment report took \$4000 to complete. This means that for the final task – we have less budget remaining than the proposed amount of \$5335. It is difficult to know the extent of edits and reviewer comments that MOE will have for us. I would like to discuss the possibility of a change order either now, or once MOE comments come in.

Cheers, Jo

**Joline Widmeyer, Ph.D., R.P.Bio**  
Intermediate Risk Assessor  
SLR Consulting (Canada) Ltd.

Direct: 250-390-5050 Ext. 32

Cell: 250-714-4029

Office: 250-390-5050

Email: [jwidmeyer@slrconsulting.com](mailto:jwidmeyer@slrconsulting.com)

#9 6421 Applecross Road, Nanaimo, BC, V9V 1N1, Canada


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CAMBX25

Tulsequah Chief Mine AERA												
												
		BC MOE 201-4538							DATE: Project #		14-Oct-16 201 88087 00000	
Task 1	Workplan / Background Review					Task 6	Effects Assessment					
Task 2	Mob/Demob and Field Sampling					Task 7	Uncertainty					
Task 3	AERA - Introduction					Task 8	Conclusions/Recommendations/Prepare draft					
Task 4	AERA - Problem Formulation					Task 9	Address comments, finalize report					
Task 5	AERA - Exposure Assessment											
PROFESSIONAL FEES												
Labour Categories	Staff	Rates	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Hours Subtotal
Senior Risk Assessor	Cindy Ott	s.21										
PM/Risk Assessor	Joline Widmeyer											
Intermediate Professional - field co-ordinator	David Knaish											
Junior Professional - biologist	Megan Lloyd											
Junior Risk Assessor	Mat Coady											
Clerical	Cheryl Nyman											
CAD/GIS												
Total Hours												
Percent Mark-up			0%	0%	0%	0%	0%	0%	0%	0%	0%	
Total Labour			\$ 9,476.00	\$ 18,262.00	\$ 1,500.00	\$ 10,544.00	\$ 1,598.00	\$ 4,082.00	\$ 1,910.00	\$ 5,458.00	\$ 5,335.00	
SUBTOTAL												\$ 58,225.00
Travel And Living												
ITEM			Estimated Quantity	Unit	Unit Price	Mark-Up	Total					
Accommodation - Atlin	CT - 6 nights; ML - 6 nights		12	1	\$ 129.00	0%	\$ 1,548.00					
Accommodation - Whitehorse	CT - 1 night; ML - 1 night		2	1	\$ 180.00	0%	\$ 360.00					
Flight from Ontario	Air Canada plus extra bags		1	1	\$ 1,200.00	0%	\$ 1,200.00					
Flight from Vancouver	Air North		1	1	\$ 800.00	0%	\$ 800.00					
Truck Rental			1	1	\$ 1,100.00	0%	\$ 1,100.00					
Per diem and incidental (\$49.00 - provincial rate)	CT - 8 days; ML - 7 days		15	1	\$ 49.00	0%	\$ 735.00					
SUBTOTAL												\$ 5,743.00
DIRECT EXPENSES												
ITEM			Estimated Quantity	Unit	Unit Price	Mark-Up	Total					
Shipping Equipment and Samples			1	lump sum	\$ 2,500.00	0%	\$ 2,500.00					
Field Equipment Rental (piezometer, water pole, H&S, satellite phone)			1	lump sum	\$ 2,500.00	0%	\$ 2,500.00					
SUBTOTAL												\$ 5,000.00
Major Disbursements												
ITEM			Estimated Quantity	Unit	Unit Price	Mark-Up	Total					
Discovery Helicopter	15 hours fly time - 5 round trips		1	max upset	\$ 21,233.50	0%	\$ 21,233.50					
Taku River Tlingit First Nations Labourers	Trevor 5 days, Shauna 2 days		1	max upset	\$ 3,500.00	0%	\$ 3,500.00					
SUBTOTAL												\$ 24,733.50
Laboratory Cost												
ITEM			Estimated Quantity	Unit	Unit Price	Mark-Up	Total					
Maxam Analytical			1	max upset		0%	\$ 6,231.25					
SUBTOTAL												\$ 6,231.25
SUMMARY OF TOTAL COST												
TOTAL ESTIMATED PROJECT COST - excluding GST												\$ 99,532.75





### MINISTRY IDENTIFICATION

Ministry:	<input type="checkbox"/> Aboriginal Relations & Reconciliation <input type="checkbox"/> Agriculture <input type="checkbox"/> Energy and Mines	<input checked="" type="checkbox"/> Environment <input type="checkbox"/> Forests, Lands, & Natural Resource Operations <input type="checkbox"/> Natural Gas Development (and Minister Responsible for Housing)
Branch / Division:	Environmental Protection – Regional Operations	
Region / City:	Victoria	
		Primary Contact for This Request (select one)
Expense Authority:	Jennifer McGuire	Phone: 604 582-5284
Qualified Receiver:	Vickie Jackson	Phone: 250 356-8705
Other contact - if applicable:	Doug Hill	Phone: 250 398-4542

### REQUEST DETAILS

Contract Number (if known):	
Project Title:	Tulsequah Chief AERA completion
Ministry Cost Estimate:	<b>\$100,000</b>
Cost Recoverable:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Recovery Source (e.g. name of Federal department, private organization, etc. / program or initiative name): Ministry of Energy and Mines  Amount of Recovery \$100,000 Recovery Percentage: <b>100%</b>
Funding Source	Base \$      Other \$100,000      Specify: Full recovery to base
Describe the Location, Services/Work, Purpose:	Work conducted at two locations – 1) sampling and field work at Tulsequah Chief mine site: northwestern British Columbia on the Tulsequah River near its junction with the Taku River, approximately 100 kilometres south of the town of Atlin, British Columbia and 65 kilometres northeast of Juneau, Alaska, 2) home location of selected contractor for analysis of field findings and drafting of report
Why Can't Existing Staff Fill the Need?	Work requires conducting further assessment based on regulatory responses provided by staff. Need to conduct work by a third party to separate from regulatory role. Staff with expertise on the mining team are already fully assigned to coordinated permitting and EA reviews.
Describe the Impact on Program Delivery if Not Approved:	The existing risk assessment document from 2014 is considered insufficient by staff and has had its scientific validity questioned by others. This assessment is required to determine if there are existing or anticipated environmental impacts. The mine has recently gone into receivership.
If Direct Award:	Contractor (legal entity) Name - see <a href="#">BC Bid Resources: Legal Entities</a> : Justification –circumstances, and rationale for selecting the contractor:

Include Option to Renew:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Anticipated Term of Agreement:	From: October 3, 2016	To: March 31, 2017

### Core Policy Compliance Checklist

Y N n/a

Contract planning needs to be appropriate to the value of and complexity / risks associated with the services or work. Following are some key Core policy and best practices items. However, **this is not a complete list**. References are available at: Chapter 6 of the Core Policy & Procedures Manual, and the Financial Services Procurement Website: Planning.

1.	The <u>Goods and Services Catalogue</u> has been searched and a Corporate Supply Arrangement (CSA) is not available for the required services / works (CPPM 6.3.2.c.2).	X	<input type="checkbox"/>	
2.	If request is for a service contract over \$100,000, has a Cost Benefit Justification (CBJ) been prepared and placed on the contract file in the event review of the CBJ is needed (CPPM 6.3.1.5)?	<input type="checkbox"/>	<input type="checkbox"/>	X
3.	If this contract is being direct awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date), the new contract must be approved by an expense authority with authority for the combined total of the contracts. If this condition applies to the requested contract, has the contract been approved by the appropriate expense authority (CPPM 6.3.1.4)?	<input type="checkbox"/>	<input type="checkbox"/>	X
4.	The contract will not establish an <u>employer / employee relationship</u> (CPPM 6.3.1.7).	X	<input type="checkbox"/>	

### Best Practices Checklist

1.	Has a Risk Assessment been done to determine appropriate insurance requirements? Refer to the <u>Insurance Requirements Matrix (NRS 1289)</u> .				X	<input type="checkbox"/>
Contract Type:	<input checked="" type="checkbox"/> Consulting & General Services (e.g. GSA, FS1)	<input type="checkbox"/> Minor Works (less than \$100K)				
	<input type="checkbox"/> Operational Field Services	<input type="checkbox"/> Major Works (\$100K or more, or high risk work at lower values)				
	<input type="checkbox"/> Local Minor Works / Services	<input type="checkbox"/> Other contract/custom agreement - specify:				
	Services (NRS782 – simple / low risk / \$5K max)					
If unsure of appropriate form of agreement, contact the Contract Support mailbox at <a href="mailto:CSNR.ContractSupport@gov.bc.ca">CSNR.ContractSupport@gov.bc.ca</a> .						
Custom agreements, or modifications to any terms / conditions of an approved contract template, must be vetted through CSNR Procurement Policy and Advice ( <a href="mailto:CSNR.ContractSupport@gov.bc.ca">CSNR.ContractSupport@gov.bc.ca</a> ) for legal and/or risk management review and approval.						

## ACCOUNT & PROCUREMENT CODING

Account Coding (STOBS: See Master STOB List & Description / Expense Tab if needed)

Client #	Response Centre #	Service Line #	STOB #	Project #	AMOUNT
s.17	2945A	30592	6001	2900000	\$100,000
					\$

See Code Descriptions at end of form for full descriptions.

Procurement Process Code (where direct award applies, include the necessary details in the justification section of this form)		
<input type="checkbox"/> 100 OPEN COMPETITIVE PROCESS	<input type="checkbox"/> 203 DIRECT AWARD – SECURITY, ORDER, Etc. Define how there would be interference.	<input type="checkbox"/> 207 DIRECT AWARD – SERVICES AND CONSTRUCTION UNDER \$25,000 not reasonable or cost effective to compete
<input type="checkbox"/> 200 DIRECT AWARD – PUBLIC SECTOR ORGANIZATION	<input type="checkbox"/> 204 DIRECT AWARD – CONFIDENTIALITY. Define how open bidding harms the ministry's confidentiality.	<input type="checkbox"/> 300 COMPETITIVE PROCESS AMONG SELECTED VENDORS. CONSTRUCTION AND SERVICES UNDER \$75,000 (no use of pre-qualification / select list).
<input type="checkbox"/> 201 DIRECT AWARD – SOLE SOURCE. If using this code, in the Justification area of the "If Direct Award" section of this form, clearly define how you have strictly proven that only one contractor is qualified and/or available.	<input type="checkbox"/> 205 DIRECT AWARD – NOTICE OF INTENT (No substantiated objections)	X 400 SELECTED VENDOR FROM PRE-QUALIFIED LIST (without undertaking a competitive process)
<input type="checkbox"/> 202 DIRECT AWARD – EMERGENCY	<input type="checkbox"/> 206 DIRECT AWARD – PERMITTED UNDER ANOTHER CORPORATE POLICY OR	<input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST

	LEGISLATION	
<input type="checkbox"/> 500 Purchase from a Corporate Supply Arrangement (CSA)		

Trade Agreement Exclusion Codes					
<input type="checkbox"/>	100	Purchase Subject to Agreement on Internal Trade (AIT)	<input type="checkbox"/>	500	Excluded – Security, Order, Etc.
X	200	Purchase Below Applicable AIT threshold	<input type="checkbox"/>	600	Excluded – Product Compatibility / Exclusive Rights
<input type="checkbox"/>	300	Purchase of an Exempted Commodity / Service	<input type="checkbox"/>	700	Excluded – Procurement of Prototype
<input type="checkbox"/>	400	Excluded - Emergency	<input type="checkbox"/>	800	Excluded – Regional / Economic Development

Contract Category (re: STOPS 60, 61, and 63)					
<input type="checkbox"/>	GMA	<input type="checkbox"/>	PRA	<input type="checkbox"/>	BSA
<input type="checkbox"/>	HR/LR	<input type="checkbox"/>	PM	X	OP
<input type="checkbox"/>	IT	<input type="checkbox"/>	COM	<input type="checkbox"/>	OTH

## APPROVAL

Authorization below (or attached) provides approval to proceed with soliciting new contract, i.e. ITQ / ITT / RFP / direct award.

Unless otherwise directed by local procedures, e-mail approval is acceptable provided the completed version of this form is included in the e-mail string.

PROGRAM MANAGER / EXPENSE AUTHORITY - required	
_____ <b>eApprovals</b> Signature	_____ <b>Sept. 16/16</b> Date
Print Name: Jennifer McGuire	

ADM – as required	
_____ <b>eApprovals</b> Signature	_____ <b>Sept. 22/16</b> Date
Print Name: Mark Zacharias	

## CODE DESCRIPTIONS

### CONTRACT APPROVAL REQUEST - NATURAL RESOURCE SECTOR

Procurement Process Codes	
Code	Description
100	<b>Open competitive process:</b> An open competitive solicitation process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been used normally by advertising the opportunity on BC Bid.
200	<b>Direct Award - Public sector organization:</b> Contracts may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	<b>Direct Award - Sole source:</b> Contracts may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	<b>Direct Award – Emergency:</b> Contracts may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, service or construction could not be obtained in time by means of a competitive process.
203	<b>Direct Award - Security, order, etc.:</b> Contracts may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	<b>Direct Award – Confidentiality:</b> Contracts may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest
205	<b>Direct Award - Notice of Intent:</b> When a contract for services or construction valued at \$50,000 or more, is intended to be directly awarded on the basis that there is only one vendor that can provide the services or goods required, but this cannot be strictly proven, a Notice of Intent must be posted on BC Bid.
206	<b>Direct Award:</b> Use this code where the Direct Award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies.
207	<b>Direct Award – Services and Construction Under \$25,000:</b> Any service or construction opportunity, or supply arrangement for the supply of services or construction, with an estimated value of less than \$25,000, should be competed to the extent reasonable and cost effective. Do <b>not</b> use this code if one of the exceptions in <a href="#">Core Policy and Procedures Manual: Chapter 6.3.3(a)</a> applies. In that case use one of codes 200 to 204 whichever applies.
300	<b>Competitive Process Among Selected Vendors (Construction and Services under \$75,000):</b> A competitive solicitation process among a limited list of vendors and not advertised on BCBid (i.e. solicitation of three or more vendors) If vendors are on a pre-qualification list, then use 401.
400	<b>Selected Vendor from Pre-qualification List:</b> Select this code 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 set out in the original request for qualifications.
401	<b>Competition Among Vendors on a Pre-qualification List:</b> A competitive solicitation process among a limited list of vendors selected from a pre-qualification list. Select this code if a competitive solicitation process is conducted among a limited list of vendors selected from a pre-qualification list. The process followed to select vendors must be consistent with the rules set out in the original request for qualifications.
500	<b>Purchase from a Corporate Supply Arrangement (CSA):</b> A purchase from a pre-established corporate supply arrangement such as a Master Standing Offer, Standing Offer or the Queens Printer.

Codes continued . . .

**Trade Agreement Exclusion Codes** – These codes reflect Agreement on Internal Trade (AIT) reporting requirements and thresholds only. Do not use these codes to track compliance with policy or with the New West Partnership Trade Agreement (NWPTA) or other applicable trade agreements.

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

**Contract Category for STOB 60, 61, and 63:** The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis. If the contract falls into more than 1 category, choose the predominant category. Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

Code	Description
GMA	<b>General Management Advice:</b> Contract providing information for, or advice on, the planning and/or management of programs.
HR/LR	<b>Human Resources &amp; Labour Relations:</b> Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.
IT	<b>Information Technology:</b> Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc
PRA	<b>Policy, Research and Analysis:</b> Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management
PM	<b>Project Management:</b> Contracts where an external project manager is hired to run a project or facilitate activities.
COM	<b>Communications:</b> Contracts proving professional services related to the planning writing, preparation or distribution of communications.
BSA	<b>Business Support &amp; Administrative:</b> Contracts where administrative support is supplied such as administrative service, filing, cataloguing, records administration, etc. Also includes Secretariat support services.
OP	<b>Operational:</b> Contracts where non-consulting type work is being performed that is performing a service that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program.
OTH	<b>Other:</b> Contracts which do not fall into any of the above categories.