

**LETTER OF AGREEMENT**

**BETWEEN:**

**Her Majesty the Queen in the Right of the Province of British Columbia,  
as represented by the MINISTER OF TRANSPORTATION  
AND INFRASTRUCTURE  
*Highway Engineering  
4B 940 Blanshard Street  
Victoria, BC, V8W 3E6  
(the "Ministry")***

**AND:**

**Canadian Standards Association, operating as CSA Standards  
*5060 Spectrum Way, Suite 100  
Mississauga, Ontario, L4W 5N6  
(the "CSA")***

**Re: Resource Support for the *Canadian Highways Bridge Design Code***

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Ministry and the CSA, each to the other), the Parties agree to the terms set out in this Agreement:

1. The Ministry wishes to enter into agreement with CSA for the purposes of Standards resource support for the maintenance of the current edition and the development of the next edition of CSA – S6, the Canadian Highway Bridge Design Code.

**DEFINITIONS**

2. CHBDC – Canadian Highway Bridge Design Code, CSA - S6.

**DESCRIPTION OF THE PROJECT**

3. Clauses 4 and 5 are collectively known as the "Project Works".
4. Administer the maintenance of CHBDC in accordance with CSA's Directives and Guidelines Governing Standardization.
5. Provide the structure and forum to develop technical provisions to be included in the next edition of the CHBDC in accordance with CSA's Directives and Guidelines Governing Standardization.

## **MINISTRY'S OBLIGATIONS**

6. The Ministry will pay a maximum amount of \$92,000.00 over three years to the CSA for the Project Works in accordance with the payment schedule in Section 12.
7. The Ministry Representative for this Agreement is:  
Attn: Ian Sturrock  
Ministry of Transportation and Infrastructure  
4B – 940 Blanshard Street  
Victoria BC V8W 9T5  
Phone: 250-356-9862 Fax: 250-387-7735  
E-mail: [ian.sturrock@gov.bc.ca](mailto:ian.sturrock@gov.bc.ca)

## **CSA's OBLIGATIONS**

8. The CSA Representative for this Agreement is:  
Attn: Mark Braiter  
5060 Spectrum Way  
Mississauga ON L4W 5N6  
Phone: 416-747-2745  
E-mail: [mark.braiter@csagroup.org](mailto:mark.braiter@csagroup.org)
9. The CSA will comply with and ensure compliance with any and all applicable laws and regulations relating to the substance of this Agreement and all aspects of the Project Works.
10. The CSA will be responsible for all requirements associated with undertaking the Project Works.
11. The CSA will at all times indemnify and save harmless Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure, and the employees, servants, and agents of the Minister from and against all claims, actions, causes of action, demands, losses, damages, costs, liabilities, expenses, fines, fees, penalties, assessments and levies, made against or incurred, suffered or sustained by any of them, at any time or times (whether such interest, fines or costs are court ordered or otherwise and whether before or after the expiration or termination of this Agreement) where the same or any of them are sustained in any way as a result of the negligent acts or omissions of CSA under this Agreement, which indemnity will survive the expiration or sooner termination of this Agreement.

## FEES AND PAYMENT

12. The Ministry will pay for the Project Works in accordance with the payment provisions set out below:

- a. CSA will submit invoices for payment for the Project Works to the following address:

Attn: Ian Sturrock  
Ministry of Transportation and Infrastructure  
PO Box 9850 Stn Prov Govt  
Victoria, BC V8W 9T5

- b. The invoices should reference agreement number 722LA0074.  
c. One payment shall be made in each year of the agreement as follows:

Year	Payment Amount
2014	\$29,000.00
2015	\$31,000.00
2016	\$32,000.00

- d. Total payment shall not exceed \$92,000.00

13. Notwithstanding any other provision of this Agreement, the payment of money by the Ministry to the CSA pursuant to this Agreement is subject to:

- a. there being sufficient monies available in an appropriation, as defined in the B.C. Financial Administration Act (the "FAA"), to enable the Ministry in any fiscal year when any payment of money by the Ministry falls due pursuant to this Agreement, to make that payment; and  
b. Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

14. The CSA will establish and maintain accurate books of accounts and records, including supporting documents, of all costs incurred and monies paid in connection with the Project Works and of the application of funds contributed by the Ministry, and will permit the Ministry at any time or times during normal business hours to copy or audit, or both, any or all of such books or account and records, including supporting documents.

## **TERM**

15. The Parties agree that the term of this Agreement will commence on the date of execution by the Ministry and will end on December 31, 2016 unless sooner terminated by the Ministry.

## **TERMINATION**

16. The Ministry may terminate this Agreement:
  - a. immediately for the CSA's failure to comply with this Agreement by giving written notice of termination to the CSA, and
  - b. for any other reason by giving at least ten (10) days written notice of termination to the CSA.
17. The Parties agree that if the Ministry terminates this Agreement under paragraph (b) above, the Ministry must pay the CSA the portion of fees and expenses which equals the portion of the Project Works that was completed to the Ministry's satisfaction before termination. That payment discharges the Ministry from all liability under this Agreement.
18. The Parties agree that if the CSA fails to comply with this Agreement, the Ministry may terminate it and pursue other remedies.

## **GENERAL**

19. The Parties agree that any amendment to the terms and conditions of this Agreement must be in writing and duly executed by both Parties.
20. The Parties agree to negotiate all disputes arising from this Agreement in good faith after receiving written notification of the existence of a dispute from any Party.

21. The Parties agree that this Agreement will be construed in accordance with the laws of the Province of British Columbia. A reference to a statute in this Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia, unless otherwise stated and includes all amendments to it, the regulations made under it and any enactment passed in substitution therefore or replacement thereof.
22. Time is of the essence in this Letter of Agreement.

**The Parties have executed this Letter of Agreement**

as of \_\_\_\_\_, 2014 (date to be completed by the Ministry after both Parties have signed below).

Signed on behalf of Her Majesty the Queen  
in the right of the Province of British  
Columbia, as represented by the Minister  
of Transportation and Infrastructure on  
October 9<sup>th</sup>, 2014

in the presence of:

K. Chui  
Signature of Witness

Kingston Chui  
Name of Witness

Ian Sturrock  
Signature of Authorized  
Representative of Ministry

IAN STURROCK  
Printed Name

SENIOR BRIDGE DESIGN (CONSTRUCTION)  
Title STANDARDS ENGINEER

Signed by Bonnie Rose, President, CSA Standards on behalf of the  
CSA on  
September 26, 2014

in the presence of:

[Signature]  
Signature of Witness

INCA/HPS2  
Name of Witness

B. Rose  
Signature of Authorized  
Representative of CSA

Bonnie Rose  
Printed Name

President, Standards  
Title

**AGREEMENT No.722LA0074**  
**AMENDMENT No 1**

**BETWEEN:**

**Her Majesty the Queen in the Right of the Province of British Columbia**  
**As represented by the MINISTER OF TRANSPORTATION and INFRASTRUCTURE**  
**Ministry of Transportation and Infrastructure**  
**Highway Engineering**  
**4B 940 Blanshard Street**  
**Victoria, BC**  
**V8W 3E6**

**(the "Ministry")**

**AND:**

**Canadian Standards Association, operating as CSA Standards**  
**5060 Spectrum Way, Suite 100**  
**Mississauga, Ontario**  
**L4W 5N6**

**(the "CSA")**

**RE: Resource Support for the Canadian Highway Bridge Design Code**

**MINISTRY's OBLIGATIONS - Item 6 CHANGE FROM**

"The Ministry will pay a maximum amount of \$92,000 over three years to the CSA for the Project Works in accordance with the payment schedule in Section 12."

**TO**

"The Ministry will pay a maximum amount of \$65,000 over three years to the CSA for the Project Works in accordance with the payment schedule in Section 12."

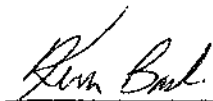
**FEES AND PAYMENT** - Item 12. c) **CHANGE** the payment schedule from \$31,000 in year 2015 to \$18,000 and from \$32,000 in year 2016 to \$18,000.

**The Parties have agreed to amend the above items of this Agreement**

as of September 25, 2015 (date to be completed by BC MoTI after both Parties have signed below).

Signed on behalf of Her Majesty the Queen  
in the right of the Province of British Columbia,  
as represented by the Minister of Transportation  
and Infrastructure on

September 25, 2015



Signature of Authorized Representative of Ministry

Kevin Baskin

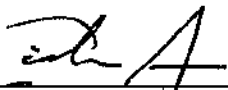
Printed Name

Chief Bridge Engineer

Title

Signed by Authorized Representative of the CSA on

Sept. 3, 2015



Signature of Authorized Representative of the CSA

Gianluca Arcari

Printed Name

Executive Director & VP, Standards  
Title