

TRA-2017-70540

George Massey Tunnel Replacement Project executive project director Geoff Freer's contract and a detailed list of payments made to Freer, showing the dates, dollar amounts, transaction numbers and reasons for payment.

(Date Range for Record Search: From 01/01/2016 To 02/02/2017)

Response:

Attached is the MMM Group Limited contract under which Geoff Freer is compensated. Also attached is a detailed list of payments from January 1, 2016 to February 2, 2017.

Services provided by Mr. Freer at an all-inclusive hourly rate of \$175.00 are listed below:

DATE	Amount	MMM Invoice #
January 2016	\$28,000	000275280
February 2016	\$28,000	000277257
March 2016	\$29,400	000278241
April 2016	\$29,400	000283569
May 2016	\$29,400	000287898
June 2016	\$30,800	000285615
July 2016	\$28,000	000287898
August 2016	\$30,800	000290350
September 2016	\$29,400	000292387
October 2016	\$28,000	000294554
November 2016	\$30,800	000298261
December 2016	\$21,350	000298261
January 2017	\$30,800	0002040



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

CONSULTING
SERVICES CONTRACT

CONTRACT IDENTIFICATION NUMBER:

159 | C S | 0001

This Agreement,

MADE IN QUADRUPPLICATE ON THE 20th DAY OF December 2013.

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
POSTAL CODE

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street
Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
POSTAL CODE

Short Description: Owner's Engineer for GMT

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

COMMENCEMENT DATE (yyyy/mm/dd) <u>2013/12/01</u>	COMPLETION DATE (yyyy/mm/dd) <u>2022/03/31</u>	ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT
TERMS AND CONDITIONS:		<input checked="" type="checkbox"/> Terms and Conditions
APPOINTMENT		<input checked="" type="checkbox"/> Works/Services Schedule - H0461a
1. The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto.		<input checked="" type="checkbox"/> Payment Schedule - H0461b
TERM		<input type="checkbox"/> Travel Expenses (Group I) - H0461c
2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.		<input type="checkbox"/> Travel Expenses (Group II Mgmt) - H0461c-1
PAYMENT		<input checked="" type="checkbox"/> Special Conditions (Engineering) - H0461d
3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, (plus any applicable taxes), in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.		<input type="checkbox"/> Special Conditions (Information Systems) - H0461d-1
4. The Province will pay the applicable GST on the fees and expenses incurred in connection with this contract.		<input type="checkbox"/> Insurance Specifications - INS-80
		<input checked="" type="checkbox"/> Insurance Specifications Professional - INS-132
		<input checked="" type="checkbox"/> Certificate of Insurance - H0111
		<input type="checkbox"/> Privacy Protection Schedule
		<input type="checkbox"/>
		<input type="checkbox"/>

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

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

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

SIGNATURE OF CONTRACTOR

WITNESS AS TO THE MINISTRY SIGNATURE

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

ADDITIONAL TERMS AND CONDITIONS

RECORDS

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

INDEPENDENT CONTRACTOR

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

REPORTS

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

OWNERSHIP

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

CONFIDENTIALITY

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

ASSIGNMENT AND SUB-CONTRACTING

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

CONFLICT

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

INDEMNITY AND STANDARD OF CARE

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

INDEMNITY AND STANDARD OF CARE Cont'd.

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

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

TERMINATION

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

NON-WAIVER

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

APPROPRIATION

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

REFERENCES

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

NOTICES

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

MISCELLANEOUS

24. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Contractor hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to all matters related to this Agreement.
25. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
26. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
27. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

The Contractor shall:

Report directly to the Executive Project Director for the Project, or their designate, and shall coordinate, manage and supervise a multi-disciplinary team of technical specialists through to the end of the contract term. These duties include managing and directing existing contractors, consultants and sub-consultants as required.

The scope of Services includes but is not limited to the following:

- a) Provide experienced key individuals and support resources with engineering and technical expertise in the areas of:
 - structural engineering, including major bridges and tunnels
 - highway planning and roadway /geometric/drainage design
 - traffic engineering and management
 - municipal and utilities engineering
 - geotechnical and seismic engineering
 - highway systems/electrical engineering
 - environmental engineering
 - detailed cost estimating and project scheduling
 - life cycle modelling, treatment types, timing and costing, for new and renewed infrastructure contained within the Project
 - construction and project management
- b) Participate in the development of an Engineering Work Plan
- c) Develop conceptual and functional designs for the project, including material selection and other asset life time design considerations relative to the governing functional or condition life expectancies.
- d) Participate in public consultations / meetings with stakeholders, municipalities, government agencies, public utilities and First Nations.
- e) Provide advice on procurement options, including alternate delivery models such as design-build, and public private partnerships.
- f) Participate in the development of technical and performance specifications for procurement documents; assist with evaluation of submissions.
- g) Participate in risk review workshops at appropriate project milestones.
- h) Participate in Value Engineering workshops at appropriate project milestones.
- i) Provide quality management services including quality auditing services as required.
- j) Supervise all engineering assignments performed by the Owner's Engineer team.
- k) Provide advice and mentor Ministry project staff.

Works/Services Schedule

- l) Provide monthly status reports that include activities, progress of activities, schedule and cost variances and actions and cost tracking.
- m) Retain consultant and sub-consultant services as and when required by the Project.
- n) Provide technical reviews, project management and construction management services as and when required by the Project.
- o) Provide office space for a multi-disciplinary team of technical specialists including Ministry staff, consultants and sub-consultants through to the end of the contract term.
- p) Maintain continuous and ongoing administration, engineering and technical support at Project office(s) (location to be determined) through normal business hours, 5 days per week and be prepared to work evenings, weekends and statutory holidays as required.
- q) Provide other services and resources on an "as and when required" basis.

Prior to the end of each year the Ministry will discuss with the contractor:

- performance of the Contractor during the past one-year period. The Contractor and the Ministry will each make recommendations with respect to the delivery of the services, with the intent of making the delivery more efficient and effective.
- adjustments in the scope of services for the next one-year period. The Ministry reserves the right to make any changes to the amount of services provided by the Contractor.

Individual engineering assignments will be provided to the Contractor to address structural and roadway matters and other associated technical details related to the Project. Upon receiving individual engineering assignments the Contractor will prepare a work plan and calendarized budget for each assignment and submit the work plan/budget to the Executive Project Director for review and approval

Non-Exclusive Opportunity

The Ministry may, at any time, assign work on the Project that is the same as or similar to the Services anticipated by this Contract to Ministry resources or other contractors without compensation to the Contractor. At the discretion of the Ministry, such other resources may work independently of the Contractor or the Contractor may be required to integrate these other resources into multidisciplinary teams working in co-operation with or under the direction of the Owners Engineer

**PAYMENT SCHEDULE****METHOD OF PAYMENT**

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

TITLES	All Inclusive Hourly Rate
Services Manager	\$200
Highways/Traffic Leader	\$195
Highways/Municipal Leader	\$185
Structural/Construction Leader	\$200
Bridge Crossing Lead	\$195
On-shore Engineering Lead South	\$190
On-shore Engineering Lead North	\$190
Long-Span Bridge Specialist	\$450 (\$US)
Geotechnical & Seismic Specialist II	\$252
Geotechnical & Seismic Specialist I	\$175
Specialist Resources	\$200
Design Engineer	\$140
Technician	\$120
CADD	\$95
Home Office Administrative Assistant	\$70
Project Office Receptionist	\$30
Project Office Administrative Assistant	\$40
Project Office Engineering Assistant	\$60

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Where there is a conflict between the following Special Conditions and any other terms and conditions of the Consulting Services Contract and/or the Local Minor Works and Services Contract, the following Special Conditions shall prevail.

INDEMNITY

Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s), and authorized representative(s) and each of them from and against those losses, claims, damages, actions and causes of action, (collectively referred to as "claims") that the Province may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

CONFIDENTIALITY

The Contractor will treat as confidential and will not, without the prior written consent of the Province, publish, release, use or disclose or permit to be published, released, used, or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information, including pricing information, supplied to, obtained by, produced, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release, use, or disclosure is expressly permitted by the Province, necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement, or is required by law. Confidentiality will not extend to information which:

- (a) at the time of disclosure is in the public domain;
- (b) can be demonstrated by written evidence to have been in the possession of the Contractor prior to the Province's disclosure thereof to the Contractor pursuant to the terms of this Agreement, provided that the Contractor was not subject to an obligation of confidence in another relationship and has the right of free and unlimited disclosure thereof; and
- (c) is furnished to the Contractor by a third party subsequent to the Province's disclosure thereof to the Contractor pursuant to the terms of this Agreement, provided that the Contractor has no actual knowledge that the information received from such third party was received directly or indirectly from the Province and provided that the Contractor is not subject to an obligation of confidence in another relationship and has the right of free and unlimited disclosure thereof.

The Contractor will implement and maintain procedures to ensure that each employee, named professional, consultant, officer, director, agent, contractor and subcontractor of the Contractor who will perform the Services and the Assignment, or any items or parts of the Services and the Assignment will, before and after the expiration or sooner termination of this Agreement, maintain the Material or any information, including pricing information, supplied to, obtained by, produced, or which comes to the knowledge of the Contractor as a result of this Agreement in strictest confidence, and will not, without the prior written consent of the Province publish, release, use or disclose any such Material or information, except insofar as such publication, release, use, or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement, or is required by law.

Without restricting the generality of the paragraphs set out above in this section entitled "Confidentiality", the Contractor will comply with such reasonable directions as the Province may, from time to time, make and implement with respect to ensuring confidentiality, which directions may include restrictions and procedures on time and place of access and methods of reproduction of and uses of the any such Material or information.

This section entitled "Confidentiality" will survive the expiration or termination of this Agreement.

ADDITIONAL CONDITIONS

Definition:

Assignment: For the purposes of this contract, means a specified task or group of tasks, or an amount of work to be accomplished by the performance of "services" as defined herein.

The Ministry will:

Appoint a Ministry Representative, for liaison with the Contractor, to whom all notices and other correspondence and communications will be directed.

Review recommendations, proposals, schemes, sketches, layouts, estimates and any notices, inquiries or disputes submitted by the Contractor and will give written instructions or decisions to enable the timely continuation and completion of the Assignment. Make available to the Contractor the pertinent documentation of any other contract in connection with the work of the Assignment whenever it contains responsibilities required of the Contractor and if the Contractor gives notice in writing to the Ministry, of inconsistency between other contracts and the Assignment, the Ministry will resolve same, either by amendment of the other contract or by revision or addition to the Assignment and the Consulting Services Contract.

GENERAL PROVISIONS AND CONDITIONS

Approvals:

Approvals given by or on behalf of the Ministry to any study, investigation, course of action, design, schematic, drawing, detail or specification relevant to this Contract shall not relieve the Contractor of any of his responsibilities assigned to him under this Assignment.

Other Specialists:

If the Province engages the services of other specialists, the Contractor shall be entitled to rely on the skill, knowledge and documentation of such other specialists unless to do so is deemed to be unreasonable by the Minister and notice as such is provided by the Province to the Contractor.

Supplied Data:

The Contractor acknowledges that adequate discussion and access to sufficient information has transpired to enable the Contractor to undertake the performance of the Assignment. It is agreed that the Contractor shall be entitled to reasonably rely on the accuracy of the data contained in any documentation furnished by the Minister.

Implementation of Services and Liaison:

The Contractor will use the best available methods in performing the Assignment and employ the standard of care set forth in this Agreement. The Contractor shall employ only skilled and competent staff, and will not substitute those persons listed in the Works/Services Schedule or attachments thereto, without the prior written approval of the Province. The Services shall be carried out under the direct supervision of a principal or a senior member of the Contractor's staff to whom all notices will be directed.

Professional Service Requirements:

To the extent that the Assignment is of a professional nature, the Services shall be performed by a fully qualified member of the appropriate professional body duly registered to practice the profession in British Columbia when the professional body is established by a statute of the Province of British Columbia.

Codes:

The Contractor shall comply with all statutes, codes, by-laws and regulations of relevant governmental authorities.

Permits and Licences:

The Contractor shall advise and assist the Province in obtaining all approvals, permits and licences which are necessary to the Assignment from all governmental authorities.

Progress Reports:

In the absence of other directives from the Minister, the Contractor shall submit written monthly reports to the Minister on the progress in performance of the Assignment.

Disclaimer

The contents of the Material, including without limitation the results of any inspections, sampling, testing, analyses and conclusions or recommendations made by the Contractor, represent the Contractor's professional judgment at the time of preparation of the Material. The Contractor has not updated the Material since its preparation, as evidenced by the date placed on the Material.

Where the Material is prepared for the purpose, in whole or in part, of the Minister procuring the design and/or construction of a project all as outlined in the Works/Services Schedule, the project's bidders and the resulting successful bidder and construction contractor ("Authorized Users") are entitled to use and rely on the Material only for the purpose of:

- (a) submitting a bid for the Province's procurement process; and
- (b) delivering the work as the successful bidder, whether as the designer, construction contractor or both;

always subject to the project scope description in the Works/Services Schedule or attachments thereto for the Contractor's Services, if any, (together, the "Purpose").

This reliance on the Material by the Province and Authorized Users is reasonable subject to:

- (a) the Purpose for which the Material was purchased and not for use at any other sites or for any other developments to which the Material does not pertain,
- (b) there having been no material alteration to or variation made to the Material by the Province and/or Authorized User(s) without the review and consent of the Contractor,
- (c) the passage of time from the preparation of the Material,
- (d) material changes to conditions upon which the Material is based that becomes known to the Province and/or Authorized Users,
- (e) in the event the Material is a draft, uncompleted, or work in progress (as evidenced as a watermark or other notice on the Material itself) and whether by reason of the termination of this Agreement or other circumstance, the Province and/or Authorized User shall be entitled to rely on the Material to the extent reasonable in light of and in accordance with the uncompleted state of the Material,

and furthermore, any written assumptions contained in the Material that qualifies it must be first mutually agreed by the Province and the Contractor.

No other parties except the Province and the Authorized Users shall rely on the Material and the information and data therein, except with the written consent of and on the terms and conditions acceptable to the Province and the Contractor.

In the event the Province provides the Material to a third party who is not an Authorized User, without first obtaining the written consent of the Contractor to add that third party as an Authorized User, then the Province's distribution of the Material will be at the risk of the third party and/or the Province, and such distribution will place no additional risk upon the Contractor.

Both the Province and Contractor accept no responsibility, and deny any liability whatsoever, to third parties who may obtain access to the Material other than the Authorized Users for any injury, loss or damage suffered by such parties arising from their use of, reliance upon, or decisions or actions based on the Material and the information and data therein.

In the event a disclaimer is placed on the Material, any conflicts, additions, alterations and amendments to this disclaimer shall have no force or effect and the terms of this disclaimer (with any written amendments pre-approved by the Minister) will govern as between the Contractor, the Province and the Authorized Users.

Documents and Information:

The Contractor shall provide to the Minister, at any time upon request, and otherwise upon completion of the Assignment the originals of documentation, with mylar reproductions of original drawings, where so directed by the Minister, for the purpose of document reproduction and/or retention by the Province. A clean exact copy of the original documents submitted shall be retained by the Contractor.

The professional seal of the Contractor shall be affixed prior to the completion of the Assignment on the prints of drawings required for subsequent construction contract purposes.

Non-Waiver:

Payments made by the Province to the Contractor on account of the Services shall not be construed as a waiver of any right of claim the Province may have against the Contractor arising out of the Contractor's failure to perform the Services in accordance with the provisions of this Contract.

Delivery of Records:

Where the Assignment requires the delivery of documentation to the Minister, such as record drawings, manuals or other similar requirements, the last payment for basic services under this Contract will not be made until such documentation has been delivered.

Statutory Declaration:

The Province may require the Contractor, as a condition of payment, to file with the Minister a Statutory Declaration stating that the Contractor has duly satisfied all the Contractor's financial obligations to third parties in connection with delivery of the Services.

Correction of Errors:

Correction of errors or other problems attributable to the Contractor shall be the responsibility of and at the cost of the Contractor.

Resolution of Dispute:

In the event of a dispute arising under this Contract between the Contractor and the Province, the Contractor shall, within 10 working days of becoming aware of the dispute, give written notice to the Minister detailing the nature of the dispute for resolution or direction by the Minister; notwithstanding the existence of such dispute, the Contractor shall continue the prompt performance of the Services unless otherwise directed by the Minister.

Should the actions of the Minister fail to resolve the dispute to the satisfaction of the Contractor, the Contractor shall, prior to any request for arbitration or recourse in law, request in writing that the Minister reconsider the matter. The Minister shall promptly fully reconsider the matter and advise the Contractor as to its determination. If the Contractor is dissatisfied with such determination the dispute may, with the concurrence of the parties, be submitted to arbitration pursuant to the provisions of the Arbitration Act.

ASSIGNMENT AND SUCCESSORS

If the Contractor is an individual and dies or becomes incapacitated before the Assignment has been completed, this Contract shall terminate automatically as of the date of death or incapacity, and the Province will pay the Contractor's estate for the Services rendered and disbursements made up to and including the date of such termination.

If the Contractor, as an individual, should desire to engage a partner or partners, or is a partnership and desires to bring in another partner or partners to share the benefit and burden of this Assignment, or desires to permit one or more of the Partners to retire, the Contractor shall promptly notify the Minister in writing of such action(s) requesting approval.

If the Contractor is a corporation and a change of control occurs while this Contract is in force, the Contractor shall promptly notify the Province, and the Minister shall then have the option of terminating the Contract, which if terminated, the Province will pay for the services rendered and expenses incurred up to and including the date of termination.

Entire Agreement

This Agreement constitutes the sole and entire Agreement between the Province and the Contractor relating to the Assignment, and no other terms, conditions or warranties, whether express or implied, shall form a part hereof, and this Contract shall not be modified, except by subsequent agreements in writing duly signed by the Authorized Representatives of both parties.



INSURANCE SPECIFICATIONS PROFESSIONAL SERVICES INS-132

LIABILITY INSURANCES including Professional Liability

Without restricting the generality of the contract indemnity clause, it is a condition of this contract that the Contractor shall prior to commencement of services and at the Contractor's expense, obtain and maintain until all conditions of the contract have been fully complied with, insurance coverage in wording and in amounts as hereinafter specified unless otherwise altered by mutual agreement.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the Contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- a) For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- b) For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with: **The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Str. Prov Govt, 940 Blanshard Street, Victoria, BC V8W 9T5.**

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be

payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance shall be arranged with inclusive limits of not less than **\$5,000,000.00** and **\$5,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. Such insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor under this contract. The liability insurance shall be extended to apply with respect to any action brought against any one insured by any other insured or by any employee of such insured and any breach of a condition of the policy by any insured shall not affect the protection given by this policy to any other insured. The liability insurance shall include all premises and operations of the Contractor and the employees, servants or agents of the Contractor. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

The named insured shall include "Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured."

A property damage deductible will be allowed for any one accident or per occurrence for up to **\$5,000.00** or **ONE PERCENT (1%)** of the contract amount, whichever is greater. Payment of any deductible shall be the responsibility of the Contractor. **A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED.**

4. AUTOMOBILE LIABILITY INSURANCE

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROFESSIONAL LIABILITY INSURANCE (Errors and Omissions)

Professional Liability insurance will be obtained and maintained in force by the Contractor during the Term of this contract and for not less than six years immediately following the Completion Date of this contract. The policy shall contain minimum limits of \$1,000,000.00 per claim, and \$1,000,000.00 annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's Sub-contractor and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this agreement. The Ministry may require a separate project policy on certain contracts.

A deductible in an amount no greater than ten percent (10%) of the Contractor's insurance policy limits or \$500,000.00, whichever amount is the least will be allowed. Payment of any deductible shall be the responsibility of the Contractor.

The required insurance shall not be cancelled, removed, or endorsed to restrict coverage or limits of liability, without thirty (30) days notice in writing by Registered Mail to:
The Corporate Insurance and Bonds Manager,
Ministry of Transportation and Infrastructure,
PO Box 9850, Stn Prov Govt, 940 Blanshard Street,
Victoria, B.C. V8W 9T5.

6. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than \$2,000,000.00 for such vessels. Such Protection and Indemnity insurance shall include four-fourths collision liability insurance.

7. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than \$5,000,000.00 must be provided.

8. NOTICE OF CANCELLATION, ETC. (applicable to all policies except Automobile Liability and Professional Liability Insurance)

The insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior written notice by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, BC V8W 9T5.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.



CERTIFICATE OF INSURANCE

INSURED	Name	
	Business Address	
BROKER	Name	
	Business Address	

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the Insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Date (yyyy/mm/dd)

Page 1 of 2

Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

**CONDITIONS APPLICABLE TO:
PROPERTY TYPE OF INSURANCE POLICIES
(WHERE IT IS A REQUIREMENT OF THE CONTRACT,
AGREEMENT, LEASE OR PERMIT)**

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

**CONDITIONS APPLICABLE TO:
ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE
ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O)
INSURANCE**

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

CORPORATE INSURANCE AND BONDS MANAGER
MINISTRY OF TRANSPORTATION & INFRASTRUCTURE
PO BOX 9850 STN PROV GOVT
VICTORIA BC V8W 9T5
or
Ministry Representative, as noted in the contract.

**CONDITION APPLICABLE TO:
PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS
INSURANCE**

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.



This Amending Agreement, IS MADE THE 20th DAY OF MARCH, 2014

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 1 attached.

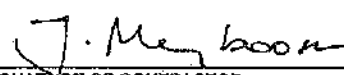
(2) This amendment shall be effective December 1, 2013

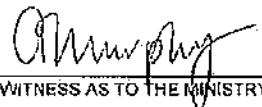
That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

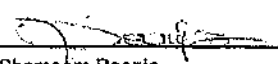
THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW


WITNESS AS TO THE CONTRACTOR'S SIGNATURE


SIGNATURE OF CONTRACTOR


WITNESS AS TO THE MINISTRY SIGNATURE


Shameem Poonja
Manager, Finance & Administration
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 1

TITLES	All Inclusive Hourly Rate
Services Manager	\$200
Lead Highway Engineer	\$195
Senior Project Manager	\$185
Senior Construction Engineer	\$200
Bridge Crossing Lead	\$195
Senior Bridge Engineers	\$200
Intermediate Bridge Engineer	\$160
Senior Highways Engineer	\$200
Senior Transportation Planners	\$200
Senior Construction Engineer	\$200
Senior Construction Technicians	\$160
Bridge Engineers	\$140
Project Engineers	\$120
Senior Project Controllers	\$150
Senior Project Principle	\$175
Long-Span Bridge Specialist	\$450 (US\$)
Cable Stay Bridge/Tunnel Experts	\$286
Senior Cable Stay/Tunnel Experts	\$248
Cable Stay/Tunnel Specialists	\$210
Cable Stay/Tunnel Design Engineers	\$153
Senior Highway Engineer 2	\$173
Traffic Engineer	\$146
Senior Highway Engineer 1	\$190
Intermediate Traffic Engineer	\$124
Senior Highway Engineer 3	\$154
Highway Engineer	\$140
Geotechnical & Seismic Specialists II	\$252
Intermediate Geotechnical Engineers	\$147
Junior Geotechnical Engineer	\$127
Project Manager	\$135
Senior Hydrotechnical Specialists	\$225
Hydrotechnical Engineers	\$160
Senior Hydrotechnical Technologist	\$160
GeoScientists	\$140
Senior Electrical Specialist	\$200
Senior Electrical Engineers	\$180
Senior Project Manager	\$180
Junior Project Engineer (EIT)	\$120
Navigation Specialist	\$160

Resource Pool	All Inclusive Hourly Rate
Structural Technician	\$120
Structural CADD	\$95
Project Controls	\$85
Administrative Assistants (MMM Office)	\$70
Office Coordinator	\$65
Document Manager	\$80
Cable Stay/Tunnel CADD	\$101
Sr. Highway Design Technician	\$130
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Highway CADD 1	\$105
Highway CADD 2	\$95
Administrative Assistant (RFB Office)	\$70
Survey Manager	\$120
Survey Crew (two man)	\$150
Hydrotechnical Technicians	\$120
Hydrotechnical CADD	\$95
Geotechnical Technician	\$98
Administrative Assistant	\$70
CADD	\$95

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



This Amending Agreement, IS MADE THE 9 DAY OF JULY, 2014

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 2 attached.

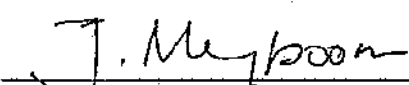
(2) This amendment shall be effective March 1, 2014

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

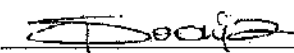
THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW


WITNESS AS TO THE CONTRACTOR'S SIGNATURE


SIGNATURE OF CONTRACTOR


WITNESS AS TO THE MINISTRY SIGNATURE


Shameem Poonja
A/Director, Finance & Administration
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 2

TITLES	All Inclusive Hourly Rate
Bridge Crossing Lead	\$195
Bridge Engineer	\$140
Bridge/Tunnel Specialist/Expert 1	\$286
Bridge/Tunnel Specialist/Expert 2	\$248
Bridge/Tunnel Specialist/Expert 3	\$210
Bridge/Tunnel Specialist/Expert 4	\$153
Drainage Engineer	\$150
GeoScientist	\$140
Geotechnical & Seismic Specialist	\$252
Geotechnical Specialist	\$350
Health and Safety Coordinator	\$140
Highway Engineer	\$140
Hydrotechnical Engineer	\$160
Intermediate Bridge Engineer	\$160
Intermediate Geotechnical Engineer	\$147
Intermediate Traffic Engineer	\$124
Junior Geotechnical Engineer	\$127
Junior Project Engineer (EIT)	\$120
Lead Highway Engineer	\$195
Long-Span Bridge Specialist	\$450 (US\$)
Navigation Specialist	\$160
On Shore Structures Lead	\$200
Project Engineer	\$120
Project Manager	\$135
Safety Consultant/Auditor	\$150
Senior Bridge Engineer	\$200
Senior Construction Engineer	\$200
Senior Construction Manager	\$200
Senior Construction Technician	\$160
Senior Drainage Specialist	\$200
Senior Electrical Engineer	\$180
Senior Electrical Specialist	\$200
Senior Geotechnical Engineer	\$207
Senior Highway Designer	\$140

TITLES	All Inclusive Hourly Rate
Senior Highway Engineer	\$200
Senior Highway Engineer 1	\$190
Senior Highway Engineer 2	\$173
Senior Highway Engineer 3	\$154
Senior Hydrotechnical Specialist	\$225
Senior Hydrotechnical Technologist	\$160
Senior Project Controller	\$150
Senior Project Manager 1	\$185
Senior Project Manager 2	\$180
Senior Project Principal	\$175
Senior Structural Engineer	\$160
Senior Transportation Planner	\$200
Services Manager	\$200
Sr. CAICE/Civil 3D Technician	\$120
Traffic Engineer	\$146

Resource Pool	All Inclusive Hourly Rate
Administrative Assistant	\$70
Cable Stay/Tunnel CADD	\$101
CADD 1	\$125
CADD 2	\$105
CADD 3	\$95
Document Manager	\$80
Geotechnical Technician	\$98
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Hydrotechnical Technician	\$120
Office Coordinator	\$65
Project Control	\$85
Sr. Highway Design Technician	\$130
Structural Technician	\$120
Survey Crew (GPS Crew)	\$190
Survey Crew (two man)	\$150
Survey Manager	\$120
Surveyor	\$80

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

AMENDING AGREEMENT
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

AMENDMENT NUMBER: 3

This Amending Agreement, IS MADE THE 29 DAY OF AUGUST, 2014

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6

Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9

Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 3 attached.

(2) This amendment shall be effective August 1, 2014

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

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

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

SIGNATURE OF CONTRACTOR

Shameem Poonja

A/Director, Finance & Administration

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 3

TITLES	All Inclusive Hourly Rate
Bridge Crossing Lead	\$195
Bridge Engineer	\$140
Bridge/Tunnel Specialist/Expert 1	\$286
Bridge/Tunnel Specialist/Expert 2	\$248
Bridge/Tunnel Specialist/Expert 3	\$210
Bridge/Tunnel Specialist/Expert 4	\$153
Drainage Engineer	\$150
GeoScientist	\$140
Geotechnical & Seismic Specialist	\$252
Geotechnical Specialist	\$350
Health and Safety Coordinator	\$140
Highway Engineer	\$140
Hydrotechnical Engineer	\$160
Intermediate Bridge Engineer	\$160
Intermediate Geotechnical Engineer	\$147
Intermediate Traffic Engineer	\$124
Junior Geotechnical Engineer	\$127
Junior Project Engineer (EIT)	\$120
Lead Highway Engineer	\$195
Long-Span Bridge Specialist	\$450 (US\$)
Navigation Specialist	\$160
On Shore Structures Lead	\$200
Project Engineer	\$120
Project Manager	\$135
Safety Consultant/Auditor	\$150
Senior Bridge Engineer	\$200
Senior Construction Engineer	\$200
Senior Construction Manager	\$200
Senior Construction Technician	\$160
Senior Drainage Specialist	\$200
Senior Electrical Engineer	\$180
Senior Electrical Specialist	\$200
Senior Geotechnical Engineer	\$207
Senior Highway Designer	\$140

TITLES	All Inclusive Hourly Rate
Senior Highway Engineer	\$200
Senior Highway Engineer 1	\$190
Senior Highway Engineer 2	\$173
Senior Highway Engineer 3	\$154
Senior Hydrotechnical Specialist	\$225
Senior Hydrotechnical Technologist	\$160
Senior Project Controller	\$150
Senior Project Manager 1	\$185
Senior Project Manager 2	\$180
Senior Project Principal	\$175
Senior Structural Engineer	\$160
Senior Transportation Planner	\$200
Services Manager	\$200
Sr. CAICE/Civil 3D Technician	\$120
Traffic Engineer	\$146
Environmental Scientist 1	\$252
Environmental Scientist 2	\$207
Environmental Scientist 3	\$147
Environmental Scientist 4	\$127
Senior Environmental Engineer	\$207
GIS Specialist	\$147

Resource Pool	All Inclusive Hourly Rate
Administrative Assistant	\$70
Cable Stay/Tunnel CADD	\$101
CADD 1	\$125
CADD 2	\$105
CADD 3	\$95
Document Manager	\$80
Geotechnical Technician	\$98
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Hydrotechnical Technician	\$120
Office Coordinator	\$65
Project Control	\$85
Sr. Highway Design Technician	\$130
Structural Technician	\$120
Survey Crew (GPS Crew)	\$190
Survey Crew (two man)	\$150
Survey Manager	\$120
Surveyor	\$80
Environmental Technician	\$98
GIS Technician	\$98
Word Processor Specialist	\$98

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

AMENDING AGREEMENT
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

AMENDMENT NUMBER: 4

This Amending Agreement, IS MADE THE 19th DAY OF JANUARY, 2015

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 4 attached.

(2) This amendment shall be effective November 1, 2014

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

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

AFFIX CORPORATE SEAL BELOW

[Signature]
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]
David Chang Givaneem Poonya
Associate Project Director, Manager, Finance
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 4

TITLES	All Inclusive Hourly Rate
Bridge Crossing Lead	\$195
Bridge Engineer	\$140
Bridge/Tunnel Specialist/Expert 1	\$286
Bridge/Tunnel Specialist/Expert 2	\$248
Bridge/Tunnel Specialist/Expert 3	\$210
Bridge/Tunnel Specialist/Expert 4	\$153
Drainage Engineer	\$150
GeoScientist	\$140
Geotechnical & Seismic Specialist	\$252
Geotechnical Specialist	\$350
Health and Safety Coordinator	\$140
Highway Engineer	\$140
Hydrotechnical Engineer	\$160
Hydrotechnical Engineer 1	\$151
Intermediate Bridge Engineer	\$160
Intermediate Geotechnical Engineer	\$147
Intermediate Traffic Engineer	\$124
Junior Geotechnical Engineer	\$127
Junior Project Engineer (EIT)	\$120
Lead Highway Engineer	\$195
Long-Span Bridge Specialist	\$450 (US\$)
Navigation Specialist	\$160
On Shore Structures Lead	\$200
Project Engineer	\$120
Project Manager	\$135
Safety Consultant/Auditor	\$150
Senior Bridge Engineer	\$200
Senior Construction Engineer	\$200
Senior Construction Manager	\$200
Senior Construction Technician	\$160
Senior Drainage Specialist	\$200

TITLES	All Inclusive Hourly Rate
Senior Electrical Engineer	\$180
Senior Electrical Specialist	\$200
Senior Geotechnical Engineer	\$207
Senior Highway Designer	\$140
Senior Highway Engineer	\$200
Senior Highway Engineer 1	\$190
Senior Highway Engineer 2	\$173
Senior Highway Engineer 3	\$154
Senior Hydrotechnical Specialist	\$225
Senior Hydrotechnical Technologist	\$160
Senior Project Controller	\$150
Senior Project Manager 1	\$185
Senior Project Manager 2	\$180
Senior Project Principal	\$175
Senior Structural Engineer	\$160
Senior Transportation Planner	\$200
Services Manager	\$200
Sr. CAICE/Civil 3D Technician	\$120
Traffic Engineer	\$146
Environmental Scientist	\$260
Environmental Scientist 1	\$252
Environmental Scientist 2	\$207
Environmental Scientist 3	\$147
Environmental Scientist 4	\$127
Senior Environmental Engineer	\$207
GIS Specialist	\$147
Road Safety Auditor	\$235

Resource Pool	All Inclusive Hourly Rate
Administrative Assistant	\$70
Cable Stay/Tunnel CADD	\$101
CADD 1	\$125
CADD 2	\$105
CADD 3	\$95
Document Manager	\$80
Geotechnical Technician	\$98
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Hydrotechnical Technician	\$120
Office Coordinator	\$65
Project Control	\$85
Sr. Highway Design Technician	\$130
Structural Technician	\$120
Survey Crew (GPS Crew)	\$190
Survey Crew (two man)	\$150
Survey Manager	\$120
Surveyor	\$80
Environmental Technician	\$98
GIS Technician	\$98
Word Processor Specialist	\$98

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



This Amending Agreement IS MADE THE 2nd DAY OF SEPTEMBER, 2015

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 5 attached.

(2) This amendment shall be effective August 10, 2015

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

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

ATTIX CORPORATE SEAL BELOW

[Signature]
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

[Signature]
Shameem Poonja
Manager, Finance and Administration
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 5

TITLES	All Inclusive Hourly Rate
Bridge Crossing Lead	\$195
Bridge Engineer	\$140
Bridge/Tunnel Specialist/Expert 1	\$286
Bridge/Tunnel Specialist/Expert 2	\$248
Bridge/Tunnel Specialist/Expert 3	\$210
Bridge/Tunnel Specialist/Expert 4	\$153
Drainage Engineer	\$150
GeoScientist	\$140
Geotechnical & Seismic Specialist	\$252
Geotechnical Specialist	\$350
Health and Safety Coordinator	\$140
Highway Engineer	\$140
Hydrotechnical Engineer	\$160
Hydrotechnical Engineer 1	\$151
Intermediate Bridge Engineer	\$160
Intermediate Geotechnical Engineer	\$147
Intermediate Traffic Engineer	\$124
Junior Geotechnical Engineer	\$127
Junior Project Engineer (EIT)	\$120
Lead Highway Engineer	\$195
Long-Span Bridge Specialist	\$450 (US\$)
Navigation Specialist	\$160
On Shore Structures Lead	\$200
Project Engineer	\$120
Project Manager	\$135
Safety Consultant/Auditor	\$150
Senior Bridge Engineer	\$200
Senior Construction Engineer	\$200
Senior Construction Manager	\$200
Senior Construction Technician	\$160
Senior Drainage Specialist	\$200

TITLES	All Inclusive Hourly Rate
Senior Electrical Engineer	\$180
Senior Electrical Specialist	\$200
Senior Geotechnical Engineer	\$207
Senior Highway Designer	\$140
Senior Highway Engineer	\$200
Senior Highway Engineer 1	\$190
Senior Highway Engineer 2	\$173
Senior Highway Engineer 3	\$154
Senior Hydrotechnical Specialist	\$225
Senior Hydrotechnical Technologist	\$160
Senior Project Controller	\$150
Senior Project Manager 1	\$185
Senior Project Manager 2	\$180
Senior Project Principal	\$175
Senior Structural Engineer	\$160
Senior Transportation Planner	\$200
Services Manager	\$200
Sr. CAICE/Civil 3D Technician	\$120
Traffic Engineer	\$146
Environmental Scientist	\$260
Environmental Scientist 1	\$252
Environmental Scientist 2	\$207
Environmental Scientist 3	\$147
Environmental Scientist 4	\$127
Senior Environmental Engineer	\$207
GIS Specialist	\$147
Road Safety Auditor	\$235
Managing Consultant and Project Manager	\$143
Group Engineer	\$132
Graduate Transport Planner	\$88
Associate	\$187

TITLES	All Inclusive Hourly Rate
Engineering Technician	\$121
Senior Technician	\$110
Project Director	\$208
Senior Engineer	\$143
Senior Group Engineer (Technical Review)	\$187
Senior Consultant	\$110
Pedestrian Specialist	\$132
Lead Project Manager (Liason)	\$156

Resource Pool	All Inclusive Hourly Rate
Administrative Assistant	\$70
Cable Stay/Tunnel CADD	\$101
CADD 1	\$125
CADD 2	\$105
CADD 3	\$95
Document Manager	\$80
Geotechnical Technician	\$98
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Hydrotechnical Technician	\$120
Office Coordinator	\$65
Project Control	\$85
Sr. Highway Design Technician	\$130
Structural Technician	\$120
Survey Crew (GPS Crew)	\$190
Survey Crew (two man)	\$150
Survey Manager	\$120
Surveyor	\$80
Environmental Technician	\$98
GIS Technician	\$98
Word Processor Specialist	\$98

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

AMENDING AGREEMENT
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER
159 CS 0001
AMENDMENT NUMBER: 6

This Amending Agreement, IS MADE THE 20TH DAY OF SEPTEMBER, 2015

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

Address 2030 - 11662 Steveston Highway, Richmond, BC
(hereinafter called the "Province")

V7A 1N6
Postal Code

AND: MMM Group Limited

Address Suite 700 - 1045 Howe Street, Vancouver, BC
(hereinafter called the "Contractor")

V6Z 2A9
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 20th of December, 2013 for:

Owner's Engineer for GMT

(hereinafter called the "Agreement")

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

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

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

Delete Current Payment Schedule and Replace with Payment Schedule, Amendment No. 6 attached.

(2) This amendment shall be effective September 25, 2015

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

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

AFFIX CORPORATE SEAL BELOW

[Signature]
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]
Shameem Poonja
Manager, Finance and Administration
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0001

Amendment No. 6

TITLES	All Inclusive Hourly Rate
Bridge Crossing Lead	\$195
Bridge Engineer	\$140
Bridge/Tunnel Specialist/Expert 1	\$286
Bridge/Tunnel Specialist/Expert 2	\$248
Bridge/Tunnel Specialist/Expert 3	\$210
Bridge/Tunnel Specialist/Expert 4	\$153
Drainage Engineer	\$150
GeoScientist	\$140
Geotechnical & Seismic Specialist	\$252
Geotechnical Specialist	\$350
Health and Safety Coordinator	\$140
Highway Engineer	\$140
Hydrotechnical Engineer	\$160
Hydrotechnical Engineer 1	\$151
Intermediate Bridge Engineer	\$160
Intermediate Geotechnical Engineer	\$147
Intermediate Traffic Engineer	\$124
Junior Geotechnical Engineer	\$127
Junior Project Engineer (EIT)	\$120
Lead Highway Engineer	\$195
Long-Span Bridge Specialist	\$450 (US\$)
Navigation Specialist	\$160
On Shore Structures Lead	\$200
Project Engineer	\$120
Project Manager	\$135
Safety Consultant/Auditor	\$150
Senior Bridge Engineer	\$200
Senior Construction Engineer	\$200
Senior Construction Manager 1	\$200
Senior Construction Technician	\$160
Senior Drainage Specialist	\$200

TITLES	All Inclusive Hourly Rate
Senior Electrical Engineer	\$180
Senior Electrical Specialist	\$200
Senior Geotechnical Engineer	\$207
Senior Highway Designer	\$140
Senior Highway Engineer	\$200
Senior Highway Engineer 1	\$190
Senior Highway Engineer 2	\$173
Senior Highway Engineer 3	\$154
Senior Hydrotechnical Specialist	\$225
Senior Hydrotechnical Technologist	\$160
Senior Project Controller	\$150
Senior Project Manager 1	\$185
Senior Project Manager 2	\$180
Senior Project Principal	\$175
Senior Structural Engineer	\$160
Senior Transportation Planner	\$200
Services Manager	\$200
Sr. CAICE/Civil 3D Technician	\$120
Traffic Engineer	\$146
Environmental Scientist	\$260
Environmental Scientist 1	\$252
Environmental Scientist 2	\$207
Environmental Scientist 3	\$147
Environmental Scientist 4	\$127
Senior Environmental Engineer	\$207
GIS Specialist	\$147
Road Safety Auditor	\$235
Managing Consultant and Project Manager	\$143
Group Engineer	\$132
Graduate Transport Planner	\$88
Associate	\$187

TITLES	All Inclusive Hourly Rate
Engineering Technician	\$121
Senior Technician	\$110
Project Director	\$209
Senior Engineer	\$143
Senior Group Engineer (Technical Review)	\$187
Senior Consultant	\$110
Pedestrian Specialist	\$132
Lead Project Manager (Liason)	\$156
Senior Construction Manager 2	\$175

Resource Pool	All Inclusive Hourly Rate
Administrative Assistant	\$70
Cable Stay/Tunnel CADD	\$101
CADD 1	\$125
CADD 2	\$105
CADD 3	\$95
Document Manager	\$80
Geotechnical Technician	\$98
Highway Design Technician 1	\$120
Highway Design Technician 2	\$115
Hydrotechnical Technician	\$120
Office Coordinator	\$65
Project Control	\$85
Sr. Highway Design Technician	\$130
Structural Technician	\$120
Survey Crew (GPS Crew)	\$190
Survey Crew (two man)	\$150
Survey Manager	\$120
Surveyor	\$80
Environmental Technician	\$98
GIS Technician	\$98
Word Processor Specialist	\$98

All Inclusive Hourly Rates for each position identified include all fees and disbursements, taking into account costs such as wages, benefits, business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle costs, travel costs, insurance and normal office equipment and expendables.

Any approved direct project costs and disbursement including sub-consultants related to individual assignments will be paid at cost with receipts (no mark-up).

At the discretion of the Province and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for one (1) additional two (2) year period of time. The same rates at March 2022 will apply for the additional contract term.

The all inclusive hourly rates will be firm for the first two years of the contract term. At the start of the third year of the Contract the actual labour rate and overheads attached to each position/classification listed in the Contract will be subject to annual review thereafter. Revisions to the all inclusive hourly rates will be mutually agreed upon and documented by means of an amendment to the Contract.

The Project does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. No disbursements or out of province travel will be paid unless otherwise agreed to in advance of the work.

All changes to staffing or sub-consultants must be submitted in writing to the Ministry Representative and approved by the Ministry prior to commencing work on the Project. For new staff assigned to this project, the Contractor must submit the names, positions, work experience, type of tasks to be undertaken and hourly rates of pay for review and approval by the Project Engineering Manager.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly (by the 15th of the subsequent month) and will include all relevant backup including a monthly status report that reports on the progress of engineering assignments and a financial report in a format approved by the Province.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 24,250,000.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

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