BETWEEN:

# HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

OF THE FIRST PART

AND:

MT. SEYMOUR RESORTS LTD.

OF THE SECOND PART

### ROAD CLEARING CONTRACT

Ministry of Attorney General 609 Broughton Street Victoria, British Columbia V8W 1C8

Spencer M., Manning Barrister and Solicitor

Phone: 356-8400

# ROAD-CLEARING CONTRACT (AS AMENDED)

This Agreement dated for reference this 1st day of November, 1989.

#### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Parks, Parliament Buildings, Victoria, British Columbia, V8V 1X4

(hereinafter referred to as the "Province")

OF THE FIRST PART

#### AND:

MT. SEYMOUR RESORTS LTD., a company duly incorporated pursuant to the laws of the Province of British Columbia and having its registered office at 26th Floor, 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

#### WHEREAS:

- A. By way of a Park Use Permit (#1505) dated the 20th day of November, 1984 (the "Permit"), the Province agreed to allow the Contractor (formerly known as E.H. Pletsch Holdings Ltd.) occupation and use on certain terms and conditions of designated property within and adjacent to Mount Seymour Park.
- B. The Permit contemplated a separate agreement between the parties concerning road clearing in the Permit area and, accordingly, an agreement was entered into on even date with the Permit (hereinafter referred to as the "Road-Clearing Contract").
- C. The Road-Clearing Contract was amended by an agreement in writing between the parties dated the 1st day of February, 1985.

D. By this agreement, the parties wish to further amend the Road-Clearing Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as that, effective the 1st day of November, 1989, the Road-Clearing Contract shall read as follows:

### ARTICLE I APPOINTMENT AND TERM

- 1.01 The Province hereby retains the Contractor to provide the snow clearing services (herein called the "Services") described in Schedule "A" of this agreement and the Contractor hereby accepts such appointment.
- 1.02 This agreement will be effective for the period commencing on the 15th day of November, 1984, and ending on the 14th day of November, 2034, unless earlier terminated pursuant to the provisions of this agreement.

#### ARTICLE II SCOPE OF THE WORK

- 2.01 The Contractor undertakes to perform all work and supply all materials necessary to perform the Services in accordance with the terms of reference and the criteria contained in Schedule "A".
- 2.02 The Contractor will not, without the written consent of the Province, do the following:
  - (a) assign, transfer or dispose of its rights under this agreement; or
  - (b) contract out any of the Services without the prior written consent of the Province,

provided, however, that the Province will not unreasonably withhold its consent.

2.03 Any appointment of subcontractors by the Contractor. will not relieve the Contractor of its responsibility to perform the Services or for the quality of the work. undertaken by them.

- 2.04 The Contractor will cause every approved subcontractor to be bound by the terms of this agreement so far as they apply to the work to be performed by such subcontractor.
- 2.05 Nothing in this agreement will create any contractual relationship between the Province and a subcontractor of the Contractor.

# ARTICLE III STANDARD OF CARE

3.01 In performing the Services, the Contractor will at all times exercise the standards of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to those contemplated in this agreement.

# ARTICLE IV INDEPENDENT CONTRACTOR

- 4.01 During the term of this agreement, the Contractor will be an independent contractor and not the servant of the Province.
- 4.02 The Contractor will ensure that all personnel employed by him to perform the Services hereunder are competent to perform them and will ensure that no person is employed by him to undertake any of the work contemplated herein unless he has been adequately trained and instructed to do that work and he is adequately supervised.
- 4.03 The Province will be entitled to give such instructions to the Contractor as it may consider necessary from time to time, but the Contractor will not be subject to the control of the Province in respect of the manner in which such instructions are carried out.
- 4.04 All personnel hired by the Contractor to perform the work contemplated hereunder will remain at all times the employees of the Contractor and not of the Province and the Contractor will be solely responsible for the arrangement of reliefs and substitution, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, and all other matters arising from the relationship of employer and employee.

4.05 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm or corporation.

# ARTICLE V REMUNERATION OF CONTRACTOR

5.01 In this section, the following words or expressions have the following meanings:

"Guaranteed Base Payment" means the following:

- (a) in the year commencing November 15, 1989, the amount of \$134,041,
- (b) in the year commencing November 15, 1990, the amount paid in subparagraph (a) above plus an amount equal to that referred to in subparagraph (a) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
  - (c) in the year commencing November 15, 1991, the amount paid in subparagraph (b) above plus an amount equal to that referred to in subparagraph (b) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
  - (d) in the year commencing November 15, 1992, the amount paid in subparagraph (c) above plus an amount equal to that referred to in subparagraph (c) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
  - (e) in the year commencing November 15, 1993, the amount paid in subparagraph (d) above plus an amount equal to that referred to in subparagraph (d) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year.
  - . "Cost Overrun" means the amount, if any, in any year, by which the annual costs of the Contractor exceed the Guaranteed Base Payment.
- 5.02 During the first five years of this agreement, the Province will pay the Contractor the sum of \$80,000

per year payable as to 50% of that sum on November 15th and the remaining 50% on March 15th in each year, provided that all payments hereunder during the first five years of the contract shall be increased by the amount of the increase in the Vancouver Consumer Price Index All-Items for each year;

- 5.03 During the second five years of this agreement, the Province will pay the Contractor in each year the Guaranteed Base Payment for that year plus any Cost Overrun for that year.
  - 5.04 During the second five years of the agreement, the Province will pay the Contractor 75% of the Guaranteed Base Payment on November 15th and the remaining 25% on March 15th in each contract year.
  - 5.05 During each subsequent five year period of the agreement, the Province will pay an amount that is, in the opinion of the Minister of the Province charged with the administration of the Park Act, equivalent to similar amounts paid to operators of similar ski facilities in the Province for the provision of work analagous to the Services.
    - 5.06 Notwithstanding any other provision of this agreement, the payment of funds 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, R.S.B.C. 1979, c. 15 (the Financial Administration Act and every amendment made thereto 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.
      - 5.07 The Contractor shall submit in each contract year to the Province, within thirty days of completion of that contract year's services, a separate account for any Cost Overrun for that contract year, and the Province shall have ninety days from the date of receipt to administer the account.

#### RECORDS AND ACCOUNTS

#### ARTICLE VI

- 6.07 (a) The Contractor shall maintain and retain accounts and complete accounting records, available to the Province on reasonable notice and the Province shall be entitled to audit.
  - (b) The Contractor shall provide to the Province an annual statement of road clearing costs prepared by a certified member of a recognized accounting association, which statement shall be based on generally accepted accounting principles consistent with the Contractor's annual financial statement.

#### ARTICLE VII

#### TERMINATION

- 7.01 In the event of substantial failure to perform in accordance with the terms hereof, and the default continues for a period of 30 days after written notice has been given by the Province to the Contractor specifying the default and requiring the same to be rectified, or if the Permit is terminated, this agreement may be terminated by the Province.
- 7.02 The right to terminate is in addition to any other remedy, or remedies available to the Province.

#### ARTICLE VIII

#### INDEMNITY

- 8.01 The Contractor covenants and agrees to indemnify and save the Province harmless against all loss, damage, reasonable costs and liabilities, including fees of solicitors and other professional advisors, which the Province may be required to pay and does pay, arising from:
  - (a) any breach, violation or non-performance by the Contractor of any covenant, term or condition contained in this agreement;
  - (b) any personal injury, death, or property damage occurring as a consequence of any negligence of the Contractor in performing the Services, including any matter or thing permitted or omitted by the Contractor, or any of its directors, officers, servants, agents, or subcontractors;

and the amount of that loss, damage, costs and liabilities shall be paid by the Contractor to the Province on demand; provided, however, that if any action or claim shall be brought against the Province in respect of which indemnity may be sought from the Contractor, under this subsection, the Province will forthwith give notice to the Contractor of such action or claim and the Contractor may, subject to the Crown Proceedings Act, assume the defence thereof and the payment of all expenses.

#### ARTICLE IX

#### INSURANCE

- The Contractor will, during the term of this contract, 9.01 provide, maintain and pay for insurance in such form and amounts and with such deductibles as may the Province, more particularly, acceptable to comprehensive general liability insurance protecting the Province, the Contractor, his subcontractors, and their respective servants, agents, or (without any rights of cross claim or subrogation against the Province) against claims for personal injury, death, property damage, products liability or third party or public liability, arising from the by the Contractor, provisions of services subcontractors, and their respective servants, agents or employees up to an amount not less than TWO MILLION οf inclusive (\$2,000,000.00) DOLLARS occurrence.
- 9.02 The Contractor will deliver to the Province from time to time, upon demand, copies of insurance policies required to be maintained by the Contractor and receipts or other evidence of payment of the insurance premiums for the aforesaid insurance policies.

#### ARTICLE X

# GENERAL CONSIDERATIONS

- 10.01 The parties will do such acts and things and execute and deliver such further and other documents and assurances as may be reasonably required for the purposes of carrying out the true meaning and intent of this agreement.
- 10.02 Time will be of the essence of this agreement.
- 10.03 Any notice required to be given hereunder will be delivered or mailed by prepaid registered mail

addressed as follows and any such notice will be deemed to be received 48 hours after mailing:

(a) To the Contractor:

c/o Messrs. Farris, Vaughn, Wills and Murphy Barristers and Solicitors 26th Floor - 700 West Georgia Street Vancouver, British Columbia V7Y 1B3

(b) To the Province:

Ministry of Parks Vancouver District P. O. Box 7000 Maple Ridge, British Columbia V2X 7E3

Attention: District Manager

or such other address as either party may from time to time designate by notice in writing to the other.

- 10.04 This agreement will be binding upon the parties and their respective successors and permitted assigns.
- 10.05 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 Province.
- 10.06 The written waiver by the Province of any breach of any provision of this agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this agreement.
- 10.07 If a dispute arises between the parties concerning the interpretation or administration of any provision of this agreement, the dispute shall be resolved by arbitration pursuant to the Commercial Arbitration Act of British Columbia (as amended or replaced from time to time).

IN WITNESS WHEREOF the parties hereto have duly executed

this agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED by the Minister of Parks or his duly authorized representative on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of:  Name  4000 Surroux  Address	Authorized Representative
The Corporate Seal of MT. SEYMOUR RESORTS LTD. was hereunto affixed in the presence of:	) ) ) ) ) c/s
Name ( )	) ) )

#### SCHEDULE "A"

#### ROAD CLEARING SERVICES

- The Contractor shall, during each year of the Permit, clear and remove snow and ice from the following:
  - (a) the road as described in Schedule "B" and outlined in yellow (the "Road");
  - (b) parking lot #1 shown on Schedule "B";
  - (c) Deep Cove Lookout parking lot shown on Schedule "B".
- The snow and ice removal shall be done by the Contractor so as to ensure safe and adequate vehicular access along the Road during all such times as it may be reasonably open to the public.
- 3. The Contractor may close that portion of the Road lying north of the existing gatehouse in order to facilitate the performance of the Services and to ensure public safety at such times and for such duration as authorized pursuant to plans approved by the Minister.
- 4. The Contractor shall, at his expense, repair any damage to the surface of the Road, subsurface of the Road and the curbs, signs, gutters, drain gates, culverts and catch basins on or near the Road caused by the Contractor in performing the Services and without restricting the generality caused when the Contractor fails to comply with paragraph 5 provided that the Contractor is not responsible to the Province or liable to repair as a result of reasonable wear and tear and damage resulting from structural defect.
- 5. The Contractor shall not use or not cause to be used flanged vehicles on the Road surface and shall keep all catch basins free from snow, ice and sand during run-off in order to prevent erosion and will remove any and all debris from culverts which the Contractor caused to be there in the carrying out of the Services.

# ASSIGNMENT AND ASSUMPTION AGREEMENT (MT. SEYMOUR) SERVICE AREA NO. 4

THIS AGREEMENT dated for reference the 14th day of November, 1991.

#### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Transportation and Highways

(the "Province")

OF THE FIRST PART

#### AND:

HILBAR ENTERPRISES, INC. and ROCKLINE CONSTRUCTION LTD., carrying on business under the firm name and style of <u>CAPILANO</u> <u>HIGHWAY SERVICES COMPANY</u> having an office at #101 - 255 West 1st Street, North Vancouver, British Columbia, V7M 3G8

(the "Contractor")

OF THE SECOND PART

WITNESSETH that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Province), the parties agree as follows:

#### ARTICLE I

#### DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires:
  - (a) "Maintenance Agreement" means the agreement between the Province and the Contractor entitled "Maintenance Agreement" in respect of the Service Area and dated for reference the same day as this Agreement, as that agreement may be amended from time to time;
  - (b) "Snow Clearing Contract" means the agreement dated for reference the 1st

- day of November, 1989 entitled "Road Clearing Contract (As Amended)" between the Province (as represented by the then Minister of Parks) and the Snow Clearing Contractor, a copy of which is attached as Schedule "1" to this Agreement, as that agreement may be amended from time to time in accordance with this Agreement; and
- (c) "Snow Clearing Contractor" means Mt. Seymour Resorts Ltd., a body corporate, incorporated under the laws of the Province of British Columbia under No. 283530, and having its registered office at 300 1195 W. Broadway, Vancouver, British Columbia, V6H 3X6.
- 1.02 Unless otherwise defined in this Agreement, capitalized terms in this Agreement will bear the meanings ascribed to them by the Maintenance Agreement.

#### ARTICLE II

#### ASSIGNMENT AND ASSUMPTION OF CONTRACT

- 2.01 Subject to the terms of this Agreement:
  - (a) the Province hereby assigns and transfers to the Contractor all of the rights of the Province under the Snow Clearing Contract; and
  - (b) the Contractor hereby assumes all of the obligations of the Province under the Snow Clearing Contract.

#### ARTICLE III

#### TERM

- 3.01 The assignments of rights and assumption of obligations described in section 2.01 will be effective only during the Term.
- 3.02 Upon the expiration or sooner termination of the Maintenance Agreement, all of the rights assigned and the obligations assumed pursuant to section 2.01 will, subject to section 10.10, revert to the Province without further act of the parties.

#### ARTICLE IV

### RESTRICTIONS ON EXERCISE OF RIGHTS

4.01 The Contractor will not, without obtaining the prior written consent of the Province, which consent will not be unreasonably withheld by the Province, do any of the following in respect of the Snow Clearing Contract:

- (a) terminate the Snow Clearing Contract in whole or in part;
- (b) amend the Snow Clearing Contract;
- (c) consent to the Snow Clearing Contractor assigning, transferring or disposing of any of its rights under the Snow Clearing Contract;
- (d) consent to the Snow Clearing Contractor contracting out any of the "Services" , as described in the Snow Clearing Contract;
- (e) give instructions to the Snow Clearing Contractor pursuant to section 4.03 of the Snow Clearing Contract with effect after the end of the Term;
- (f) conduct an audit of the Snow Clearing Contractor;
- (g) give notice of default to the Snow Clearing Contractor;
- (h) make a demand for payment or give notice of action or claim pursuant to section 8.01 of the Snow Clearing Contract;
- (i) prescribe insurance specifications pursuant to section 9.01 of the Snow Clearing Contract;
- (j) waive any provision of the Snow Clearing Contract;
- (k) send any dispute to arbitration pursuant to section 10.07 of the Snow. Clearing Contract; or
- (l) anything which may have an effect on any rights or obligations of the Province or the Snow Clearing Contractor under the Snow Clearing Contract after the end of the Term.

#### ARTICLE V

#### AMENDMENT OF CONTRACT

5.01 The Province will not, without the prior written consent of the Contractor, amend the Snow Clearing Contract so as to have a material adverse effect on any of the rights or obligations of the Contractor under the Snow Clearing Contract during the Term.

#### ARTICLE VI

#### PAYMENTS UNDER CONTRACT

6.01 The Contractor will make all payments to the Snow Clearing Contractor which are required to be made during the Term under the Snow Clearing Contract.

#### ARTICLE VII

#### RESPONSIBILITY OF CONTRACTOR

- 7.01 The Contractor will at all times be responsible to the Province for:
  - (a) the quality of work, materials and services provided during the Term by the Snow Clearing Contractor pursuant to the Snow Clearing Contract; and
  - (b) the acts and omissions during the Term of the Snow Clearing Contractor and persons employed or retained by the Snow Clearing Contractor.

#### ARTICLE VIII

#### EARLY TERMINATION

8.01 This Agreement will automatically terminate upon the termination of the Maintenance Agreement.

#### NOTICE OF ASSIGNMENT

9.01 Forthwith upon execution of this Agreement, the Province will give written notice to the Snow Clearing Contractor of the assignment to the Contractor of the Snow Clearing Contract, which notice will be in the form attached as Schedule "2" to this Agreement.

#### ARTICLE IX

#### **MISCELLANEOUS**

- 10.01 The Contractor will not assign this Agreement or any of its rights under this Agreement without the prior written consent of the Province, which consent may be arbitrarily withheld by the Province.
- 10.02 The Contractor will treat as confidential and will not, without the prior written consent of the Province, publish, release or disclose or permit to be published, released or disclosed either before or after expiration or termination of this Agreement, 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 required by law or is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

10.03 Any notice, offer, consent or payment desired or required to be given or made under this Agreement will be in writing and may be given or made by personal delivery to the party to whom it is to be given or made, or by facsimile transmission ("Fax"), or by mailing in Canada with postage prepaid addressed to:

if to the Province --

Ministry of Transportation and Highways Howe Sound District Highways Office 1690 Main Street North Vancouver, British Columbia V7J 1E3

Attention: District Highways Manager

or if by facsimile to: (604) 660-1200

## with a copy to:

Ministry of Transportation and Highways 940 Blanshard Street Victoria, B.C. V8W 3E6

Attention: Deputy Minister

Fax number: (604) 387-6431

and if to the Contractor --

Capilano Highway Services Company #101 - 255 West 1st Street North Vancouver, British Columbia V7M 3G8

Attention: Barry Drummond

or if by facsimile to: (604) 983-2433.

and any such notice, offer, consent or payment so mailed will be deemed given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any

- such notice, offer, consent or payment will be deemed given to and received by the addressee when actually delivered to the particular address set out above.
- 10.04 Either party may, from time to time, advise the other by notice in writing of any change of address or Fax number of the party giving such notice and from and after the giving of such notice the address or Fax number therein specified will, for purposes of section 10.03 be deemed to be the address or Fax number, as the case may be, of the party giving such notice.
- 10.05 This Agreement may only be amended by further written agreement of the parties.
- 10.06 Any rights or obligations of the Province under this Agreement may be exercised or performed by the Minister of Transportation and Highways, the Deputy Minister of Transportation and Highways or any other person designated by either of them to act on their behalf under this Agreement or any specific provision or provisions of this Agreement.
- 10.07 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and no understandings, representations or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Agreement except as expressly referred to in this Agreement.
- 10.08 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 10.09 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 10.10 All provisions of this Agreement in favor of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 10.11 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the

- other party.
- 10.12 Time will be of the essence of this Agreement.
- 10.13 This Agreement will enure to the benefit of and be binding upon the Province and its assigns and the Contractor and its successors and permitted assigns.

#### ARTICLE X

#### INTERPRETATION

- 11.01 A reference to a statute in this Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof.
- 11.02 Unless the context otherwise requires, any reference to "this Agreement" means this instrument.
- 11.03 The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 11.04 In this Agreement, "person" includes a corporation, firm, association and any other legal entity.
- 11.05 Wherever the singular or masculine is used in this Agreement, it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used, and vice versa, where the context so requires.
- 11.06 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 11.07 Unless otherwise specified in this Agreement, all references in this Agreement to articles, sections, subsections or paragraphs are to articles, sections, subsections or paragraphs of this Agreement.
- 11.08 The Schedules attached to this Agreement will form an integral part of this Agreement as if set out at length in the body of this Agreement.

11.09 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

signed on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Minister of Transportation and Highways in the presence of:  (Witness)	)	(Ministry Seal)  For the Minister of Transportation and Highways
THE common seal of Hilbar Enterprises, Inc. was hereunto affixed in the presence of:  (Signature)	) ) ) ) ) )	(c/s)
THE common seal of Rockline Construction Ltd. was hereunto affixed in the presence of:  (Signature)  (Fitte)	) ) ) ) )	(c/s)

# ROAD-CLEARING CONTRACT (AS AMENDED)

This Agreement dated for reference this 1st day of November, 1989.

#### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Parks, Parliament Buildings, Victoria, British Columbia, V8V 1X4

(hereinafter referred to as the "Province")

OF THE FIRST PART

#### AND:

MT. SEYMOUR RESORTS LTD., a company duly incorporated pursuant to the laws of the Province of British Columbia and having its registered office at 26th Floor, 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

#### WHEREAS:

- A. By way of a Park Use Permit (#1505) dated the 20th day of November, 1984 (the "Permit"), the Province agreed to allow the Contractor (formerly known as E.H. Pletsch Holdings Ltd.) occupation and use on certain terms and conditions of designated property within and adjacent to Mount Seymour Park.
- B. The Permit contemplated a separate agreement between the parties concerning road clearing in the Permit area and, accordingly, an agreement was entered into on even date with the Permit (hereinafter referred to as the "Road-Clearing Contract").
- C. The Road-Clearing Contract was amended by an agreement in writing between the parties dated the 1st day of February, 1985.

D. By this agreement, the parties wish to further amend the Road-Clearing Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as that, effective the 1st day of November, 1989, the Road-Clearing Contract shall read as follows:

# ARTICLE I APPOINTMENT AND TERM

- 1.01 The Province hereby retains the Contractor to provide the snow clearing services (herein called the "Services") described in Schedule "A" of this agreement and the Contractor hereby accepts such appointment.
- 1.02 This agreement will be effective for the period commencing on the 15th day of November, 1984, and ending on the 14th day of November, 2034, unless earlier terminated pursuant to the provisions of this agreement.

# ARTICLE II SCOPE OF THE WORK

- 2.01 The Contractor undertakes to perform all work and supply all materials necessary to perform the Services in accordance with the terms of reference and the criteria contained in Schedule "A".
- 2.02 The Contractor will not, without the written consent of the Province, do the following:
  - (a) assign, transfer or dispose of its rights under this agreement; or
  - (b) contract out any of the Services without the prior written consent of the Province,

provided, however, that the Province will not unreasonably withhold its consent.

2.03 Any appointment of subcontractors by the Contractor will not relieve the Contractor of its responsibility to perform the Services or for the quality of the work undertaken by them.

- 2.04 The Contractor will cause every approved subcontractor to be bound by the terms of this agreement so far as they apply to the work to be performed by such subcontractor.
- 2.05 Nothing in this agreement will create any contractual relationship between the Province and a subcontractor of the Contractor.

# ARTICLE III STANDARD OF CARE

3.01 In performing the Services, the Contractor will at all times exercise the standards of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to those contemplated in this agreement.

# ARTICLE IV INDEPENDENT CONTRACTOR

- 4.01 During the term of this agreement, the Contractor will be an independent contractor and not the servant of the Province.
- 4.02 The Contractor will ensure that all personnel employed by him to perform the Services hereunder are competent to perform them and will ensure that no person is employed by him to undertake any of the work contemplated herein unless he has been adequately trained and instructed to do that work and he is adequately supervised.
- 4.03 The Province will be entitled to give such instructions to the Contractor as it may consider necessary from time to time, but the Contractor will not be subject to the control of the Province in respect of the manner in which such instructions are carried out.
- 4.04 All personnel hired by the Contractor to perform the work contemplated hereunder will remain at all times the employees of the Contractor and not of the Province and the Contractor will be solely responsible for the arrangement of reliefs and substitution, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, and all other matters arising from the relationship of employer and employee.

4.05 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm or corporation.

#### ARTICLE V REMUNERATION OF CONTRACTOR

5.01 In this section, the following words or expressions have the following meanings:

"Guaranteed Base Payment" means the following:

- (a) in the year commencing November 15, 1989, the amount of \$134,041,
- (b) in the year commencing November 15, 1990, the amount paid in subparagraph (a) above plus an amount equal to that referred to in subparagraph (a) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
- (c) in the year commencing November 15, 1991, the amount paid in subparagraph (b) above plus an amount equal to that referred to in subparagraph (b) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
- (d) in the year commencing November 15, 1992, the amount paid in subparagraph (c) above plus an amount equal to that referred to in subparagraph (c) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year,
- (e) in the year commencing November 15, 1993, the amount paid in subparagraph (d) above plus an amount equal to that referred to in subparagraph (d) above times the increase in the Consumer Price Index for Greater Vancouver All-Items as reported by Statistics Canada during the preceding year.
- "Cost Overrun" means the amount, if any, in any year, by which the annual costs of the Contractor exceed the Guaranteed Base Payment.
- 5.02 During the first five years of this agreement, the Province will pay the Contractor the sum of \$80,000

per year payable as to 50% of that sum on November 15th and the remaining 50% on March 15th in each year, provided that all payments hereunder during the first five years of the contract shall be increased by the amount of the increase in the Vancouver Consumer Price Index All-Items for each year;

- 5.03 During the second five years of this agreement, the Province will pay the Contractor in each year the Guaranteed Base Payment for that year plus any Cost Overrun for that year.
- 5.04 During the second five years of the agreement, the Province will pay the Contractor 75% of the Guaranteed Base Payment on November 15th and the remaining 25% on March 15th in each contract year.
- 5.05 During each subsequent five year period of the agreement, the Province will pay an amount that is, in the opinion of the Minister of the Province charged with the administration of the Park Act, equivalent to similar amounts paid to operators of similar ski facilities in the Province for the provision of work analagous to the Services.
- 5.06 Notwithstanding any other provision of this agreement, the payment of funds 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, R.S.B.C. 1979, c. 15 (the Financial Administration Act and every amendment made thereto 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.
- 5.07 The Contractor shall submit in each contract year to the Province, within thirty days of completion of that contract year's services, a separate account for any Cost Overrun for that contract year, and the Province shall have ninety days from the date of receipt to administer the account.

#### ARTICLE VI

#### RECORDS AND ACCOUNTS

- 6.07 (a) The Contractor shall maintain and retain accounts and complete accounting records, available to the Province on reasonable notice and the Province shall be entitled to audit.
  - (b) The Contractor shall provide to the Province an annual statement of road clearing costs prepared by a certified member of a recognized accounting association, which statement shall be based on generally accepted accounting principles consistent with the Contractor's annual financial statement.

#### ARTICLE VII

#### TERMINATION

- 7.01 In the event of substantial failure to perform in accordance with the terms hereof, and the default continues for a period of 30 days after written notice has been given by the Province to the Contractor specifying the default and requiring the same to be rectified, or if the Permit is terminated, this agreement may be terminated by the Province.
- 7.02 The right to terminate is in addition to any other remedy, or remedies available to the Province.

#### ARTICLE VIII

#### INDEMNITY

- 8.01 The Contractor covenants and agrees to indemnify and save the Province harmless against all loss, damage, reasonable costs and liabilities, including fees of solicitors and other professional advisors, which the Province may be required to pay and does pay, arising from:
  - (a) any breach, violation or non-performance by the Contractor of any covenant, term or condition contained in this agreement;
  - (b) any personal injury, death, or property damage occurring as a consequence of any negligence of the Contractor in performing the Services, including any matter or thing permitted or omitted by the Contractor, or any of its directors, officers, servants, agents, or subcontractors;

and the amount of that loss, damage, costs and liabilities shall be paid by the Contractor to the Province on demand; provided, however, that if any action or claim shall be brought against the Province in respect of which indemnity may be sought from the Contractor, under this subsection, the Province will forthwith give notice to the Contractor of such action or claim and the Contractor may, subject to the Crown Proceedings Act, assume the defence thereof and the payment of all expenses.

#### ARTICLE IX

#### INSURANCE

- 9.01 The Contractor will, during the term of this contract, provide, maintain and pay for insurance in such form and amounts and with such deductibles as may be acceptable to the Province, more particularly, comprehensive general liability insurance protecting the Province, the Contractor, his subcontractors, and their respective servants, agents, or employees (without any rights of cross claim or subrogation against the Province) against claims for personal injury, death, property damage, products liability or third party or public liability, arising from the provisions of services by the Contractor, subcontractors, and their respective servants, agents or employees up to an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive of occurrence.
- 9.02 The Contractor will deliver to the Province from time to time, upon demand, copies of insurance policies required to be maintained by the Contractor and receipts or other evidence of payment of the insurance premiums for the aforesaid insurance policies.

#### ARTICLE X GENERAL CONSIDERATIONS

- 10.01 The parties will do such acts and things and execute and deliver such further and other documents and assurances as may be reasonably required for the purposes of carrying out the true meaning and intent of this agreement.
- 10.02 Time will be of the essence of this agreement.
- 10.03 Any notice required to be given hereunder will be delivered or mailed by prepaid registered mail

addressed as follows and any such notice will be deemed to be received 48 hours after mailing:

(a) To the Contractor:

c/o Messrs. Farris, Vaughn, Wills and Murphy
Barristers and Solicitors
26th Floor - 700 West Georgia Street
Vancouver, British Columbia
V7Y 1B3

(b) To the Province:

Ministry of Parks Vancouver District P. O. Box 7000 Maple Ridge, British Columbia V2X 7E3

Attention: District Manager

or such other address as either party may from time to time designate by notice in writing to the other.

- 10.04 This agreement will be binding upon the parties and their respective successors and permitted assigns.
- 10.05 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 Province.
- 10.06 The written waiver by the Province of any breach of any provision of this agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this agreement.
- 10.07 If a dispute arises between the parties concerning the interpretation or administration of any provision of this agreement, the dispute shall be resolved by arbitration pursuant to the <u>Commercial Arbitration Act</u> of British Columbia (as amended or replaced from time to time).

IN WITNESS WHEREOF the parties hereto have duly executed

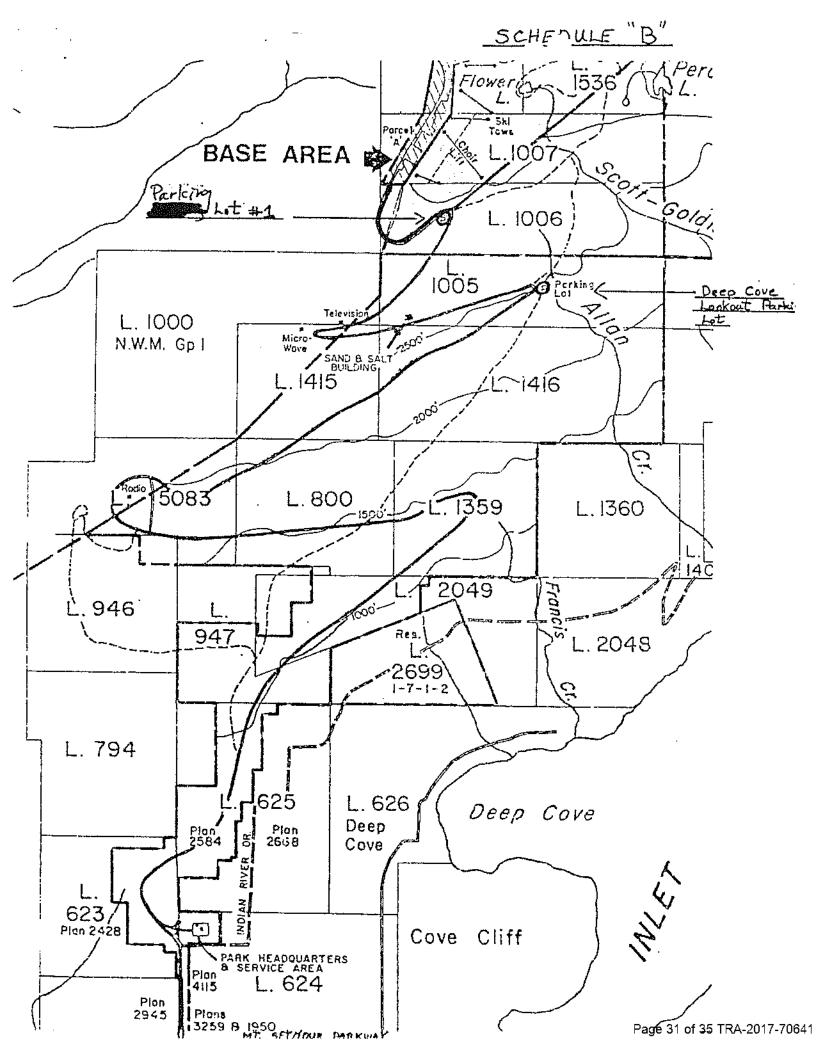
this agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED by the Minister of Parks or his duly authorized representative on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of:	) ) ) ) )	
Name	) Authorized	Representative
Address	)	
Address	)	
The Corporate Seal of MT. SEYMOUR RESORTS LTD. was hereunto affixed in the presence of:	) ) ) )	0/0
Name	)	c/s
Name	j	

#### SCHEDULE "A"

#### ROAD CLEARING SERVICES

- The Contractor shall, during each year of the Permit, clear and remove snow and ice from the following:
  - (a) the road as described in Schedule "B" and outlined in yellow (the "Road");
  - (b) parking lot #1 shown on Schedule "B";
  - (C) Deep Cove Lookout parking lot shown on Schedule "B".
- The snow and ice removal shall be done by the Contractor so as to ensure safe and adequate vehicular access along the Road during all such times as it may be reasonably open to the public.
- 3. The Contractor may close that portion of the Road lying north of the existing gatehouse in order to facilitate the performance of the Services and to ensure public safety at such times and for such duration as authorized pursuant to plans approved by the Minister.
- 4. The Contractor shall, at his expense, repair any damage to the surface of the Road, subsurface of the Road and the curbs, signs, gutters, drain gates, culverts and catch basins on or near the Road caused by the Contractor in performing the Services and without restricting the generality caused when the Contractor fails to comply with paragraph 5 provided that the Contractor is not responsible to the Province or liable to repair as a result of reasonable wear and tear and damage resulting from structural defect.
- 5. The Contractor shall not use or not cause to be used flanged vehicles on the Road surface and shall keep all catch basins free from snow, ice and sand during run-off in order to prevent erosion and will remove any and all debris from culverts which the Contractor caused to be there in the carrying out of the Services.



# SCHEDULE "2"

# NOTICE OF ASSIGNMENT

Mt. Seymour Resorts Ltd. #300 - 1195 West Broadway Vancouver, British Columbia V6H 3X9	and	Mt. Seymour Resorts Ltd. c/o Messrs. Farris, Vaughn Wills and Murphy 26th Floor - 700 West Georgia Street Vancouver, British Columbia V7Y 1B3
the Queen in right of the P.	rovince of B Snow Cleari	ntract (As Amended)" between Her Majesty British Columbia (the "Province") and Mt ng Contractor") dated for reference the 1s "Snow Clearing Contract")
Company that portion of the Snow (	Clearing Cor g on April	gned to Capilano Highway Maintenance ntract pertaining to the period commencing 25, 1994 or such earlier date as may be te to the Snow Clearing Contractor.
AND FURTHER TAKE NOTICE Contract, the Province hereby des given by the Snow Clearing Contract	ignates the	ant to section 10.03 of the Snow Clearing following addresses for any notices to be a Snow Clearing Contract:
Capilano Highway Services Compar #101 - 255 West 1st Street, North Vancouver, British Columbia, V7M 3G8	цу	Ministry of Transportation and Highways Howe Sound District Highways Office 1690 Main Street North Vancouver, British Columbia V7J 1E3.
THIS NOTICE is dated the 14th da	y of Noveml	per, 1991
Duly Authorized Representative of	the Province	<del>-</del>
RECEIPT of this Notice is hereby a duly authorized representative of M 1991.		

Duly Authorized Representative of Mt. Seymour Resorts Ltd.

# Ministry of Transportation

# AMENDING AGREEMENT

CONTRACT IDENTIFICATION NUMBER:
[ ]
<del> </del>
AMENDMENT NUMBER:

					_		<del></del>	<del>_</del>
This )	4men	ding Agreement, is i	MADE THE	24th	DAY OF	NOVEMBER	, 20 (	03
BETWE	EN:	HER MAJESTY THE	QUEEN IN RIGHT	OF THE PROVINC	E OF BRIT	TSH COLUMBIA R	EPRESENTED	8Y
Address	#200	)-1065 Columbia Street, New !	Westminister, BC				V3M 6H7	
				(hereinaft	er called th	e "Province") OF T	Postal Code HE FIRST PAR	₹T
AND:								
		SEYMOUR RESORTS LTD						
Address	1700	Mount Seymour Road, North	Vancouver, BC				V7G 1L3 Postal Code	
				(hereinafter ca	iled the "Co	ontractor") OF THE		ίΤ
		WHEREAS entered into an Agreement dat	ed the 1st of	November			, 1989	for:
Roa	d Cleari	ng of designated property with	nin and adjacent to Mo	unt Seymour Park			-	
						(hereinafter ca	fled the "Agreer	ment"
		s the parties have agreed to a EFORE in consideration of the		ements herein contai	ined, the pa		•	
(1)	That	the Agreement shall be amend	ded as follows:					
	of \$2 the n	Article V, Section 5.05 will     50,000 commencing Nover     ext two years commencing     ade in accordance with the	mber 15 <sup>th</sup> , 2003 to N November 15 <sup>th</sup> 2004	ovember 14 <sup>th</sup> , 2004 Fand ending Nove	4. This bar mber 14 <sup>th</sup>	se amount will rer , 2006. <sub>_</sub> Payments	main in effect f s will continue	for to
		t. The base amount of \$250 ocrease in the Statistics Car				ember 15 <sup>th</sup> , 2006	, by the amour	nt of
	will be two o recog	i. Any cost overrun as a res e calculated based on an a ther previous seasons). Th mized accounting association stent with the Contractor's	verage of three winte e Contractor will pro on, and the statemei	er seasons' actual vide a statement o nt shall be based o	operating f costs, au in general	costs (the seasor idited by a certifie ly accepted accor	n in question p ed member of a unting principle	lus a
(2)	This a	mendment shalf be effective	November 15th		. 2	003		

WITNESS AS JUST CONTRACTOR'S SIGNATURE

SIGNATURE OF CONTRACTOR

W. Keisen

WITNESS AS TO THE MINISTRY SIGNATURE

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

DISTRIBUTION: ORIGINAL AND ONE COPY - ACCOUNTS PAYABLE; COPY TO CONTRACTOR; COPY TO CONTRACT FILE



# BRITISH Ministry of Transportation AMENDING AGREEMENT and Infrastructure

CONTRACT IDENTIFICATION NUMBER

11298CP0001

					AMERINENTING	AVIOLIN. Z
This A	mending Agreement, is made	THE _	18th	DAY OF	August	, 2016
BETWEE	N: HER MAJESTY THE QU THE MINISTER OF TRANSPORTA			E OF BRITI	SH COLUMBIA F	REPRESENTED BY
Address	Suite 310 - 1500 Woolridge Street, Coq	uitlam, BC				V3K 0B8
	(hereinafter called the "Province")					Postal Code
AND:	Mt. Seymour Resorts Ltd.					
Address	1700 Mount Seymour Road, North Vand	ouver, BC				V7G 1L3
	(hereinafter called the "Contractor")					Postal Code
MUTNICOS	THAT WHEREAS				•	
	arties entered into an Agreement dated th	e 1st of Novem	nber			, 1989 for:
	5					<del></del>
	r clearing services for the designated prop nding Agreement dated November 24, 200				The parties also	entered into an
					(hereinafter d	called the "Agreement")
B. and v	whereas the parties have agreed to amend	the agreement:	unia nantai	inad the new		
	THEREFORE in consideration of the cov		erein conta	mea, me pai	ties agree as roil	UWS.
(1)	That the Agreement shall be amended a	a lollows.				
	To replace the entire ARTICLE V, Section	on 5.07 with the following:				
	"The Contractor shall notify the Province intent to submit its Cost Overrun claim for ARTICLE V, Section 5.05 by 4:30 PM Padays from the date of receipt to administ	or that contract year and su acific Standard Time on Oc	ibmit all red	quired claim	documentation p	er the amended
(2)	This amendment shall be effective No	ovember 1		, 2	2015	
	other respects, the terms and conditions	of the said Agreement are	hereby rati	fied and cor	firmed.	
	ARE DEEMED TO HAVE EXECUTED THIS AMEND					PRPORATE SEAL BELOW
		A 10	no d			
TAUTALE AND	TO THE CONTRACTOR'S SIGNATURE	SIGNATURE OF CONTRAC	TOR		<del></del>	
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WITNESS AS	TO THE MINISTRY SIGNATURE	SIGNATURE OF DELEGATI	ED MINISTRY	AUTHORITY		



### Instructions #04-401 Article VI Service Area 04

FILE COPY

File: 23500-20/SA 04 October 11, 2007

INSTRUCTION #04-401 (ARTICLE VI)
SERVICE AREA # 04

Mainroad Howe Sound Contracting Ltd. 10141, 201 Street Langley B.C., V1M 3Y5

Attention: David Ching, Vise President, Business Development

Maintenance Agreement (the "Agreement") dated for reference October 26, 2003, and as amended and extended in the agreement dated October 26, 2004, between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Transportation (the "Province")

OF THE FIRST PART

Mainroad Howe Sound Contracting Ltd., a body corporate incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 0660168 and having its registered office at 10141, 201 Street, Langley B.C., V1M 3Y5 (the "Contractor")

OF THE SECOND PART.

#### NOTICE

1.01 Pursuant to section 6.1 of the Agreement the following additions, deletions, and changes in classification of Highways within the Service Area under the Agreement will become effective September 5, 2007:

Hwy 1/Main St. Interchange, North Vancouver | Add additional lane kilometres to Main Street (6110). Newly constructed protected EB left lane to Seymour Village. Total lane kilometres of 0.110, road class 1A.

- Hwy 1/Main St. Interchange, North Vancouver Add new Seymour Village Road (6120),. Newly constructed 4 lane connector from Main Street to Highway 1 EB/WB Ramp. Total lane kilometres of 0.312, road class 1A.
- 3. Hwy 1/Main St. Interchange, North Vancouver Add new Emergency Access Lane (6121). Newly constructed single lane access road from Seymour Village Road to Old District Office site. Total lane kilometres of 0.028, road class 7D.
- Hwy 1/Main St. Interchange, North Vancouver Delete 1 lane connector road (6117), Main St to Hwy 1 EB/WB on ramp, Total lane kilometres of 0.027, road class 1A.

Insert district footer info

- 5. Hwy 1/Main St. Interchange, North Vancouver Delete 2 lane connector road (6118), from Main St. to old District office site. Total lane kilometres of 0.080, road class 1A.
- Hwy 1/Main St. Interchange, North Vancouver Delete 1 lane connector road (6119), from old District office site to Hwy 1 EB/WB on ramp. Total lane kilometres of 0.091, road class 1A.
  - Hwy 1/ Fern Seymour Interchange, North Vancouver **Add** additional lane kilometres to Fern Street (6070), from Hwy 1 WB off ramp to EB to Seymour Pkwy. Total lane kilometres of 0.140, road class 1A.
- 8. Hwy 1/ Fern Seymour Interchange, North Vancouver Add additional lane kilometres to Hwy 1 EB off ramp to Fern Street (6073). Total lane kilometres of 0.203, road class 1A.
- Hwy 1/ Fern Seymour Interchange, North Vancouver Add additional lane kilometres to Mt Seymour Pkwy (6160), from Fern/Lillooet intersection to Seymour Blvd. Total lane kilometres of 0.176, road class 1A.
- 10. Hwy 1/ Fern Seymour Interchange, North Vancouver Add additional lane kilometres to new Hwy 1 WB offramp to Lillooet road (6077). Total lane kilometres of 0.628, road class 1A.
- 11. Hwy 1/ Fern Seymour Interchange, North Vancouver **Add** additional lane kilometres to new offramp (6078) from 6077 (noted above) to Fern St. Total lane kilometres of 0.032, road class 1A.

/2



	Daily Cost as at commencement date of the current contract year	\$22,7 <del>9</del> 9.42
	Net changes in daily cost as a result of this instruction	\$23.10
	Percentage change in daily cost as a result of this instruction	0.1013%
2.04	Cumulative changes from effective date prior to this instruction for the current contract year	0.000%
2.05	Cumulative net percentage change in Daily Cost, from commencement of the current contract year, up to and including the effective date of this instruction	0.1013%

### **CONTRACT PRICE ADJUSTMENTS**

3.01 The cumulative net change in Daily cost from that described in section 2.05 above is less than 2% positive or negative and as such no adjustment will be made to the fees payable under the Agreement, and no Revised Daily Cost will be calculated.

3.02 A copy of the calculations described in Section 6.4 of the Agreement is enclosed with this notification.

Dated this day of October, 2007

District Operations Manager (or DMT) duly authorized representative of the Minister of Transportation

Ministry Solicitor, Legal Services Branch, Attorney General, Attn: Maria D'Archangelo Bonding Co

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40 41 42 43 45 45 47 48 49	Type Acul Acul Acul Acul Oeleja Delata Delste	9550 9520 9520 9521 9551 9552 9510 9570	fings day dispi decreas viloge Freez Lau Men Doshoe Lia van dia, Eddis day diang dia	is se rance	Pari Hay Hay Hay Hay Hay	-1	s-Old	Chra	-Now	Amount # 1900 0 3 (22) 0 0 240 0 24 (2) 0 (24 (2)	*	10 05 10 05	\$1000 CC \$1 \$1000 CC \$1 \$1000 CC \$1 \$1.00 \$0.21 \$0.00 \$0.00	\$1729 \$1729 \$1729 \$2021 \$80.44] \$1300 \$5,459	F) em Old Charl Sci 374 Sci 36 \$0,66 \$0,54 \$1,60	Term Start () Meric Cast  \$2.12 \$6.22 \$0.19 \$0.06 \$0.00	tiol Cust
40 41 42 43 45 45 47 48 49	Type  And And Add Delete Delete And Add Add Add Add Add Add Add Add Add	1567 2566 2526 2531 2551 2551 2552 2552 2552 2552 2552	Harrichter Gestrier (Hegy) Freez Lau Harricher Lin Marricher Lin Van Die Hegy Lin Van Die Hegy Fein Steel	So stance	Pari Hay Hay Hay Hay	1	s-Old	Chra	-Now A	Attroduct 6 (900) 0 3 (22) 0 0 2243 0 2243 0 2243 0 2446 0 34466	ik K	instr Fra But Cost. 19 CS 19 SC 90 DO 90 44 \$1.30 \$1.48 \$0.00	8: Ellandres Cost Fisser Gost 1: 17: 8 1: 50: 8 80.21 50.00 \$0.00 \$0.00 \$2.28	**Net Cost   \$1729   \$1729   \$1729   \$1729   \$1729   \$1720   \$	\$3.30 \$2.30 \$2.00 \$0.60 \$1.80 \$1.80 \$1.82	Term Start () Meric Cast  \$2.12 \$6.22 \$0.19 \$0.00 \$0.00 \$2.70	tial Gust
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3 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Type  And And Add Delete Delete And Add Add Add Add Add Add Add Add Add	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (1 (px)  (0.026) (0.02	* * * * * * * * * * * * * * * * * * *	insu Fra- Brit Cost. 19 cc. 90,00 90,44 \$1,30 \$1,48 \$0,00 90,60 \$0,60 \$0,60	# Elfautro Car \$100 Cors 1.750 \$0.21 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2.28 \$3.57 \$10.24	\$179 \$179 \$0.21 \$0.21 \$0.44 \$1.30 \$1.45 \$2.28 \$3.31 \$2.37 \$10.24	53.30 53.30 53.00 50.00 50.00 50.94 81.80 50.00 50.00 50.00 50.00	Term Start () Verw Cast  1. 12  36.22  36.22  30.09  50.09  50.00  \$2.79  64.05  33.61  \$12.53	### Asel Cost ### \$2.76 \$2.76 \$3.51 \$12.53
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9 41 42 13 44 45 45 45 45 45 45 45 45 45 45 45 45	Type Anyl Anyl Anyl Andd Delete Delete Delete Andd Andd Andd Andd Andd Andd Andd And	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (1 (px)  (0.026) (0.02	* * * * * * * * * * * * * * * * * * *	10 05 10 05	# Effectives Code # New Code   1.75   1.75   1.75   30.21   50.00   \$0.00   \$0.00   \$0.00   \$2.28   \$2.47   \$10.24   \$0.00   \$	\$1129 \$5.129 \$5.129 \$0.21 (\$0.44) (\$1.30) (\$1.49) \$2.37 \$10.24 \$0.52 \$0.00 \$0.00 \$0.00	50.00 Cust 50.00 \$	Time Start () Mew Cast  \$2.22 \$0.19 \$0.00 \$0.00 \$2.79 \$4.05 \$3.51 \$12.53 \$12.53 \$0.64	\$2.79 \$2.79 \$4.63 \$3.51 \$12.53 \$6.64
40 41 42 43 44 45 46 47 48 48 50 50 51 62 53 55 56 57 56 56 60	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	1000 Feb. 1000 F	# Elfautres Car Flow Cox 1 1/2 2 1 1/2 2 50.21 50.00 \$0.00 \$0.00 \$2.28 \$3.31 \$2.27 \$10.24 \$0.02 \$0.00	\$1729 \$1.09 \$0.21 \$0.21 \$1.30 \$1.30 \$1.30 \$2.37 \$10.24 \$0.52 \$0.06 \$0.00	50.00 50	12 m Start 0 Strar Cast \$5.32 \$0.12 \$0.09 \$0.00 \$2.79 \$4.05 \$3.51 \$12.53 \$0.64 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	52 79 54.65 33.51 \$12.53 \$0.00 \$0.00 \$0.00
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40 41 42 43 44 45 45 46 47 48 49 50 51 52 53 64 67 68 60 61 62 63 64	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	150 C S S S S S S S S S S S S S S S S S S	* Elinitros Cast * New Cost * 1.05 *	\$1100 \$1100 \$0.231 \$0.241 \$13.001 \$13.001 \$2.28 \$3.31 \$2.37 \$10.24 \$0.52 \$0.06 \$0.00	50-00 (50-00)	Term Shar O New Cast   12 15 15 15 15 15 15 15 15 15 15 15 15 15	52 39 52 52 52 52 52 52 52 52 52 52 52 52 52
40 41 42 43 44 45 45 46 47 48 49 50 51 52 53 64 67 68 60 61 62 63 64	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	1005 1005 1005 1005 1005 1005 1006 1006	* Effective Cost * New Cost * 1.4 75	\$179 \$0.21 \$0.24 \$0.24 \$0.25 \$0.24 \$1.30 \$	50.00 Charl 50.00 St.00	Term Shar C Mark Coal 1  20 16 16 16 16 16 16 16 16 16 16 16 16 16	52.79 52.79 52.79 54.05 50.51 512.53 50.84 50.90 50.90 50.90 50.90 50.90 50.90 50.90 50.90 50.90 50.90 50.90 50.90
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40 41 42 43 45 46 47 48 49 50 51 51 52 53 64 55 55 65 66 67 68 68 68 68 68 68 68 68 68 68 68 68 68	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	10 05 10 05	* Elinstration   New Court	#et Co # 5179 50.21 (90.44) (\$1,45) 52.28 53.31 \$2.37 \$10.24 \$0.00 \$0	50.00 (50	Term Shar C Mark Coal 1  20 16 16 16 16 16 16 16 16 16 16 16 16 16	52.76 52.76 54.05 53.51 512.53 50.84 50.80 50.90 50 50 50 50 50 50 50 50 50 50 50 50 50
40 41 42 43 44 45 46 47 48 49 50 51 52 53 55 66 67 68 68 68 68 68 68 68 68 68 68 68 68 68	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	10 CS	* Elinetres Carlos * New Cost  1.172 1.59 \$0.21 50.00 \$0.00	\$1720 \$5.00 \$0.21 \$0.24 \$1.300 \$5.28 \$3.31 \$2.37 \$10.24 \$0.52 \$0.00 \$0.0	Florarian Control Cont	Term Star C   Mark Cast   Star C   Star	52.79 52.79 54.65 54.65 54.65 54.65 54.60
40 41 42 43 44 45 47 48 50 51 52 53 64 55 67 58 68 69 70 71	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	10 05 10 05	* Elinstration   No. 10   *No. 10	\$179 \$0.21 \$0.24 \$0.21 \$0.24 \$0.25 \$0.26 \$0.26 \$0.26 \$0.00 \$	50.00 Comil 50.00 St.60	Term Shar C Street Cast   12 mg   12 m	52.70 52.70 54.03 54.03 53.51 912.53 50.84 50.80 50.00
40 41 42 43 44 45 47 48 50 51 52 53 64 55 67 58 68 69 70 71	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount    A   [60]   0   5(28)	* * * * * * * * * * * * * * * * * * *	10 CS	* Elinatros Cade * New Cost*  1.172 1.59 \$0.21 \$0.00	\$1750 \$5.00 \$0.21 \$0.21 \$0.44] \$1.300 \$5.28 \$3.31 \$2.37 \$10.24 \$0.00 \$0.	Florarian Control Cont	Term Star C   Mark Cast   Star C   Star	\$2.70 \$2.70 \$4.05 \$3.51 \$12.53 \$4.06 \$4.00 \$4.00 \$5.00
40 41 42 43 44 45 46 47 48 48 48 48 48 48 55 55 56 57 56 57 58 58 58 58 58 58 58 58 58 58 58 58 58	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (4 (po)  (5 (22)  (5 (24)  (5 (	* * * * * * * * * * * * * * * * * * *	1000 1000 1000 1000 1000 1000 1000 100	* Effective Cost * New	#et Cost   172   45   172   17	50.00 Comil 50.00 St.00	Term Share C. Market C. State	52.79 52.79 54.05 53.51 912.53 50.84 50.80 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00
40 41 42 43 44 45 47 48 49 50 51 53 55 56 57 58 58 59 61 62 63 64 65 67 68 68 68 68 69 72 72 72 73 74 75 75 76 76 77 77 77 77 77 77 77 77 77 77 77	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (4 (po)  (5 (22)  (5 (24)  (5 (	* * * * * * * * * * * * * * * * * * *	100 C	* Ellin tree Carl * New Coty  1.175 1.595 30.21 50.00 50.00 50.00 52.26 53.51 52.67 310.22 50.00	8et Co 8  5129  50.21  (90.44)  (\$1.30)  (\$1.45)  \$2.28  \$10.24  \$10.24  \$30.52  \$0.00	50-00 S0.00	Tem Star ()  New Cast  \$4.32  \$6.32  \$0.09  \$0.00  \$0.00  \$0.00  \$2.70  \$4.05  \$0.00	\$2.79 \$2.79 \$4.05 \$3.51 \$12.53 \$4.84 \$0.00
40 41 42 43 44 45 45 47 55 55 56 57 58 58 58 58 58 67 67 68 68 68 68 68 68 68 68 68 68 68 68 68	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (4 (po)  (5 (22)  (5 (24)  (5 (	* * * * * * * * * * * * * * * * * * *	10 05 10 05	* Elinstration   National Color	#et CV # 51 729 50 21 1 20 21 1 20 21 1 20 21 1 20 21 1 20 21 1 20 21 1 20 21 2 2 2 2	50.00 (50	Term Share C. Market C. State	\$2.70 \$2.70 \$4.05 \$3.51 \$12.53 \$4.06 \$4.00 \$4.00 \$5.00
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40 41 42 43 44 45 46 47 48 49 51 52 53 64 55 55 56 57 67 77 73 74 75 76 77 78 9	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (4 (po)  (5 (22)  (5 (24)  (5 (	* * * * * * * * * * * * * * * * * * *	10 05 10 05	* Elinstration   National Color	#et Cost   129   45	50.00 Comil 50.00 St.00	Term Share C. Market C. State	\$2.70 \$2.70 \$4.05 \$3.51 \$12.53 \$0.00
40 41 42 43 44 45 47 48 49 50 51 52 53 53 55 56 57 58 58 68 69 68 68 76 77 78 78 78 78 78 78 78 78 78 78 78 78	Type Anii Anii Anii Anii Delete Delete Anid Anid Anid Anid Anid Anid Anid Anid	Hwy  2556 2726 2727 2751 2752 2772 2772 2772 2772 2772	front dispet the street of the	is a range is the same is the	they they they they they they they they	1	s-Old	Chra	-Now	Amount  (4 (po)  (5 (22)  (5 (24)  (5 (	* * * * * * * * * * * * * * * * * * *	10 CS	* Elina tree Carl * Reserved Carl * Sec. 21   1.1   1.5   1.	#et Cost   5179   50.21   (90.44)   51.29   (90.44)   52.28   50.24   50.24   50.25   50.06   50.00	50.00 (50	Term Shar C New Cast   12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$2.79 \$2.79 \$4.65 \$4.65 \$4.65 \$4.60 \$4.60 \$0.00
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## Instructions #04-701 Article VI Service Area 04

File: 23500-20/SA 04 October 8, 2010

INSTRUCTION #04-701 (ARTICLE VI) SERVICE AREA # 04

Mainroad Howe Sound Contracting Ltd. Partnership 17474 – 56<sup>th</sup> Ayenue Surrey B.C., V3S 1C3

Attention: David Ching, Vise President, Business Development

Re:

Maintenance Agreement (the "Agreement") dated for reference October 26, 2003, and as amended and extended in the agreement dated October 26, 2004, between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Transportation (the "Province")

OF THE FIRST PART

and:

Mainroad Howe Sound Contracting Ltd.Partnership, a body corporate incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 0860168 and having its registered office at 17474 – 56<sup>th</sup> Avenue, Surrey B.C., V3S 1C3 (the "Contractor")

OF THE SECOND PART.

#### NOTICE

- Pursuant to section 6.1 of the Agreement the following additions, deletions, and changes in classification of Highways within the Service Area under the Agreement will become effective October 25, 2010:
- Cypress Bowl Road (0895R), West Vandouver Add additional lane kilometres to Cypress Bowl Road for intersection channelization at Cypress Bowl Lane (Mulgrave School). Total lane kilometres of 0.213, road class 4A.
- Cypress Bowl Road (0895R), West Vancouver Add additional lane kilometres to Cypress Bowl Road for intersection channelization at Deer Ridge Development. Total lane kilometres of 0.062, road class 4A.
- Cypress Bowl Road (0895R), West Vancouver Add additional lane kilometres to Cypress Bowl Road for intersection channelization at Sionecliff Development. Total lane kilometres of 0.095, road class 4A.
- Riverside Drive (02085), north of Whistler Add lane kilometres for new development at Wedgewood Estates, Two lane road length of 0.439 kilometres. Road class of 6D and totale lane kilometres of 0.878.
- Skiers Rest Drive (02080), north of Whistler Add lane kilometres for new development at Wedgewood Estates. Two lane road length of 0.059 kilometres. Road class of 6D and totale lane kilometres of 0.118.

Page 1	
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2.01	Daily Cost as at commencement date of the current contract year	\$27,067,51
2.02	Net changes to daily cost as a result of this instruction	+\$15.67
2.03	Percentage change in daily cost as a result of this Instruction	+0.0579%
2.04	Cumulative changes from effective date prior to this instruction for the current contract year	0.000%
2.05	Cumulative net percentage change in Daily Cost, from commencement of the current contract year, up to and including the effective date of this instruction	+0.0579%

### CONTRACT PRICE ADJUSTMENTS

- 3.01 The cumulative net change in Daily cost from that described in section 2.05 above is less than 2% positive or negative and as such no adjustment will be made to the fees payable under the Agreement, and no Revised Daily Cost will be calculated.
- A copy of the calculations described in Section 6.4 of the Agreement is enclosed with this 3,02 notification.

day of October, 2010 Dated this

District Operations Manager (or DMT) duly authorized representative of the Minister of Transportation

Minice Contracts Co-ordinator, Minice Programs, Const & Minice Branch. MoT Ministry Solicitor, Legal Services Branch, Attorney General, Attn: Maria D'Archangelo cc: Bonding Co

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## Instructions #04-10.01 Article VI Service Area 04

File: 23500-20/SA 04 October 22, 2013

INSTRUCTION #04-10,01 (ARTICLE VI) SERVICE AREA # 04

Mainroad Howe Sound Contracting Ltd. Partnership 17474 – 56<sup>th</sup> Avenue Surrey B.C., V3S 1C3

Attention: David Ching, Vise President, Business Development

Re:

Maintenance Agreement (the "Agreement") dated for reference October 26, 2003, and as amended and extended in the agreement dated October 26, 2004, between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Transportation (the "Province")

and;

Mainroad Howe Sound Contracting Ltd.Partnership, a body corporate incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 0660168 and having its registered office at 17474 – 56<sup>th</sup> Avenue, Surrey B.C., V3S 1C3 (the "Contractor")

OF THE SECOND PART.

OF THE FIRST PART

### NOTICE

- 1.01 Pursuant to section 6.1 of the Agreement the following additions, deletions, and changes in classification of Highways within the Service Area under the Agreement will become effective October 25, 2013:
- Anderson Road (2001), Pemberton Meadows Road Remove 0.055 lane kilometres form end of Anderson Road due to encroachment on private property, 2 lane, road class 6D.
- Cypress Bowl Road (895R) -- Add NB decelleration taper and lane and SB left turn protective lane for a total length of 0.180 lane kilometers at new channelized intersection un-named road north of Deer Didge Drive, single lane, road class 4A.
- Cypress Bowl Road (895R) -- Add NB & SB left turn bays at the channelized intersection of Chippendale Road for a total length of 0.220 lane likometres, 1 lane, road class 4A.
- Taylor Way (00099) Add SB extra lane (curb lane) from Keith Rd to Dutches Rd., West Vancouver for a total length of 0.160 lane kilometre, 1 lane, road class 1A.
- 5. Trans Canada Highway 1 EB (00001) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from \$A04 Remove Hwy 1 EB mainline for a length of 0,695 kilometres, 2 lanes for a total length of 1,392 lane kilometres, road class 1A

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- Trans Canada Highway 1 WB (00001W) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from SA04 – Remove Hwy 1 WB mainline for a length of 0.716 kilometres, 2 lanes for a total length of 1.432 lane kilometres, road class 1A
- Highway 1, EB Exit to 1<sup>st</sup> Avenue (00001J) maintenance boundary adjustment removing the 1<sup>st</sup>
  Avenue interchange from SA04 Remove off ramp length of 0.586 kilometres, 2 lane for a total
  length of 1.172 lane kilometres, road class 1A
- Highway 1, EB 1<sup>st</sup> Avenue on ramp (00001K) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from SA04 – Remove on ramp, 2 & 1 lane for a total length of 0.290 lane kilometres, road class 1A
- Highway 1, WB Exit to 1<sup>st</sup> Avenue (00001L) maintenance boundary adjustment removing the 1<sup>st</sup>
  Avenue interchange from SA04 Remove off ramp, 2 lane for a total length of 0.315 lane kilometres,
  road class 1A
- Highway 1, WB 1<sup>st</sup> Avenue on ramp (00001M) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from SA04 – Remove on ramp, 2 & 1 lane for a total length of 0.537 lane kilometres, road class 1A
- 11. 1<sup>st</sup> Avenue Overpass (1663E) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from SA04 **Remove** bridge deck area of 610 m2.
- 12. 1<sup>st</sup> Avenue Overpass (1663W) maintenance boundary adjustment removing the 1<sup>st</sup> Avenue interchange from SA04 Remove bridge deck area of 610 m2.
- 13. Trans Canada Highway 1 EB (00001) Add 1 lane through the Cassiar tunnel to MC boundary, for a length of 1.2290 lane kilometre, raod class 1A.
- 14. Trans Canada Highway 1 WB (00001W) **Add** 1 lane through the Cassiar tunnel to MC boundary, for a length of 1.2290 lane kilometre, raod class 1A.

2.01	Daily Cost as at commencement date of the current contract year	\$26,792.25
2.02	Net changes in daily cost as a result of this instruction	-111.52
2.03	Percentage change in daily cost as a result of this instruction	-0.4162%
2.04	Cumulative changes from effective date prior to this instruction for the current contract year	0.000%
2,05	Cumulative net percentage change in Daily Cost, from commencement of the current contract year, up to and including the effective date of this instruction	-0,4162%

# CONTRACT PRICE ADJUSTMENTS

The cumulative net change in Daily cost from that described in section 2.05 above is less than 2% positive or negative and as such no adjustment will be made to the fees payable under the Agreement, and no Revised Daily Cost will be calculated.

3.02 A copy of the calculations described in Section 6.4 of the Agreement is enclosed with this

Dated this 25day of October , 2013

District Operations Manager (or DMT)

duly authorized representative of the Minister of Transportation

CC:

Mince Contracts Co-ordinator, Mince Programs, Const & Mince Branch, MoT Ministry Solicitor, Legal Services Branch, Attorney General, Attn: Maria D'Archangelo Bonding Co.

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Page 16 of 29 TRa-2017-70641



## Instructions #04-13.01 Article VI Service Area 04

File: 23500-20/SA 04 October 25, 2016

INSTRUCTION #04-13.01 (ARTICLE VI) SERVICE AREA # 04

Mainroad Howe Sound Contracting Limited Partnership 17474 – 56<sup>th</sup> Avenue Surrey B.C., V3S 1C3

Attention: Nocl Mankey, Vice President, Operations

Re:

Maintenance Agreement (the "Agreement") dated for reference **October 26, 2003**, and as amended and extended in the agreement dated October 26, 2004, between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Transportation (the "Province")

OF THE FIRST PART

and:

Mainroad Howe Sound Contracting Limited Partnership, by its general partner Mainroad Howe Sound Contracting Ltd. a body corporate incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 0660168 and having its registered office at 17474 – 56<sup>th</sup> Avenue, Surrey B.C., V3S 1C3 (the "Contractor")

OF THE SECOND PART.

### NOTICE

- 1.01 Pursuant to section 6.1 of the Agreement the following additions, deletions, and changes in classification of Highways within the Service Area under the Agreement will become effective October 25, 2016:
- Iron Workers Memorial Second Narrows Crossing (1459) Add additional 2,648 m2 of bridge area due to sidewalk wideing on both sides of the structure.
- 2. Sea to Sky Highway 99 (759R) Add NB extra lane (accelleration), north of intersection of Highway 99 and Lorimer Road, Whistler, for a total length of 0.218 lane kilometres, 1 lane, road class 1A
- 3. Sea to Sky Highway 99 (759R) Add NB left turn bays at the channelized intersection of the Whistler Heliport, Whistler, for a total length of 0.1 15 lane likemetres, 1 lane, road class 2A.
- 4. Hamilton Road East (2055) Add new road dedication, extention of Hamilton Road, from the east side of the Pemberton Meadows Road to the Lillooet River Dyke for an additional length of 0.537 lane kilometre, 1 lane, road class 8F.
- Cypress Bowl Rd –(849R) Add new road, from District of West Vancouver works yard, to Chippendale Rd intersection for a distance of 5.898 Lane Kilometres, road class 4A

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2.01	Daily Cost as at commencement date of the current contract year	\$28,069.95
2.02	Net changes in daily cost as a result of this instruction	\$197.87
2,03	Percentage change in daily cost as a result of this instruction	0.7049%
2.04	Cumulative changes from effective date prior to this instruction for the current contract year	0.000%
.2.05	Cumulative net percentage change in Daily Cost, from commencement of the current contract year, up to and including the effective date of this instruction	0.9153%

### **CONTRACT PRICE ADJUSTMENTS**

- 3.01 The cumulative net change in Daily cost from that described in section 2.05 above is less than 2% positive or negative and as such no adjustment will be made to the fees payable under the Agreement, and no Revised Daily Cost will be calculated.
- 3.02 A copy of the calculations described in Section 6.4 of the Agreement is enclosed with this notification.

Dated this 25 day of October, 2016

District Operations Manager duly authorized representative of the Minister of Transportation

CC':

Mtnce Contracts Co-ordinator, Mtnce Programs, Const & Mtnce Branch. MoT Ministry Solicitor, Legal Services Branch, Attorney General, Attn: Maria D'Archangelo Bonding Co

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78   SOLO   SOLO	42 43 45 47 48 49 55 55 55 55 55 55 55 55 55 55 55 55 55	Type  Add  Add  Add	1459 99 99 2055	Name Irod (Politica Gecond Sea to Sky Hallway Sea to Sky Hallway Hamallon Road	Acquièrnuen lang NB left kurr lang dar openda Fram Livyu Warks vand to	Hwy Jon	Clas	s-03d			A	2640,6003 0.2180 0.3150 0.8376	#12 LK LK	50.00 S0.00	### Effective Dank	St. 188 S0.00 S4.28 S1.88 S0.00 S4.28 S1.88 S0.00 S4.28 S1.88 S0.00 S1.00	From Grid Caset  91,00  50,00	17 From Start ( Now Cost ( Now Cost ( S140.82 - S190)  5140.82 - S190)  55.25 - S190  50.00 - S190	\$146.82 \$6.00 \$5.25 \$2.5
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## Instruction #5 (Article 7)

Service Area No. 04

To:

Mainroad Howe Sound Contracting LP

17474-56<sup>th</sup> Ave Surrey BC V3S 1C3

Re:

Maintenance Agreement (the "Agreement"), dated October 26th, 2003, and

as amended, between:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Transportation and Infrastructure ("the Province")

OF THE FIRST PART

and:

Mainroad Howe Sound Contracting LP., by its general partner Mainroad Howe Sound Contracting Ltd., a body corporate, incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 0660168 having its registered office at 17474 – 56<sup>th</sup>, Surrey, British Columbia, V3S 1C3 (the "Contractor")

OF THE SECOND PART

### NOTICE

1.01 Pursuant to section 7.2 of the Agreement the following change to the Agreement, specifically Schedule 22 – Local Area Specifications, and **becomes effective**October 25, 2016:

Local Area Specification # 7 – Cypress Bowl Road and Mt Seymour Road section has been amended. The version dated August 2003 is deleted and replaced by the version dated October 2016.

### **ADJUSTMENT CALCULATIONS**

Nil cost impact.

## **CONTRACT ADJUSTMENTS**

Nil Cost Impact.

Dated this 26 day of October, 2016

Thomas Chhun

A/District Manager, Transportation

**Lower Mainland District** 

Duly authorized representative

Of the Minister of Transportation and Infrastructure

cc: The Guarantee Company of North America

HQ, Maintenance Contracts Coordinator, Maintenance Programs

Ministry Solicitor

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Ø   06145   Taylor Way S/B->W/B onramp   0.015   Ø   09146   Taylor Way S/B->W/B onramp   0.031   Ø   09146   Taylor Way S/B-₹/B offramp   0.031   0.031   Ø   09155   Westmount E/B offramp   0.312   Ø   09153   Westmount E/B onramp   0.312   Ø   09165   Westmount E/B onramp   0.264   Ø   05161   Mt Seymour Pkwy E/B   0.020   05165   Mt Seymour Pkwy W/B   0.020   05165   MSP E/B -> Seymour Blvd   0.020   0.020   0.0165   MSP E/B -> Seymour Blvd   0.020   0.020   0.0165   MSP E/B -> Seymour Blvd   0.020   0.020   0.0165   MSP E/B   0.020	) (B)	0614	;	0.032	0.000	ŌΚ		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000
©         06150         Westmount Dr. (1048)         0.031	<u>(9)</u>	0614		0.015	0.00			0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000
(a)         105 of 150         yvestmount W/B onramp         1,048           (a)         06152         Vvestmount E/B offramp         0,312           (a)         06153         Vvestmount E/B offramp         0,312           (a)         06160         Mt. Seymour Pkwy E/B         1,005           (a)         06161         Mt. Seymour Blvd -> Seymour Blvd         0,020           (a)         06162         MSP E/B -> Seymour Blvd -> MSP E/B         0,020           (a)         06164         MSP V/B -> Lillooet         0,016           (a)         06165         Fern St -> MSP E/B         0,076           (a)         06165         Sea to Sky High way         254.837           (a)         06165         Sea to Sky High way         254.837           (a)         06099         Sea to Sky High way         254.837           (a)         06099         Sea to Sky High way         362.478           (a)         06099         Sea to Sky High way         362.478           (a) <td></td> <td>0614</td> <td>-</td> <td>0.031</td> <td>0.00</td> <td>u Co</td> <td></td> <td>0.000</td> <td>0.000 0.000</td> <td>0.000 0.000 0.000 0</td> <td>0.000 0.000 0.000 0.000</td> <td>0.000 0.000 0.000 0.000 0.000</td>		0614	-	0.031	0.00	u Co		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000
@   06152   Westmount E/B offramp   0.312     @   06163   Westmount E/B onramp   0.264     @   06160   Mt Seymour Pkwy E/B   1.005     @   06161   Mt Seymour Pkwy W/B   1.005     @   06162   MSP E/B -> Seymour Blvd   0.022     @   06163   MSP W/B -> Lillooet   0.016     @   06164   MSP W/B -> Lillooet   0.016     @   06165   Fern St.→ MSP E/B   0.016     @   00099   Sea to Sky Hwy S/B   1.604     @   00099   Sea to Sky Hwy S/B   1.772     @   00099   Sea to Sky Hwy S/B   0.731     @   00099   Sea to Sky Hwy S/B   0.731     @   00099   Sea to Sky Hwy S/B   0.731     @   00099   Sea to Sky Hwy S/B   0.000     @   001809   Sea to Sky Hwy S/B   0.000     @   01809   Charles C/k, Rd.   0.000     @   01820   Charles C/k, Rd.   0.000     @   01821   Furry C/rk, N/B onramp   0.000     @   01822   Furry C/reek Drive   0.000     @   01823   Country Club Rd.   0.000     @   01826   Sea View Drive   0.000     @   01827   Srind Exit from 99   0.000     @   01828   Stonegate Drive   0.000     @   01829   Shannon Park Access Rd   0.000     0 01907   Ring Creek Road   0.000     0 01909   Shannon Park Access Rd   0.000     0 01909   Shannon Park Rd   0.000     0 01909		06 S	1.	1, <b>04</b> 8	0.00	بارد	T	0.000	0.000	0.000 0.000 0.000 0	0.000 0.000 0.000	0.000 0.000 0.000 0.000
Q   D6153   Westmount E/B onramp   0.264     Q   D6160   Mt Seymour Pkwy E/B   1.005     Q   D6161   Mt Seymour Pkwy W/B   1.005     Q   D6163   Seymour Blvd   0.022     Q   D6163   Seymour Blvd   0.022     Q   D6164   MSP W/B -> Lillooet   0.016     Q   D6165   Fern St -> MSP E/B   0.016     Q   D6165   Seymour Blvd   0.022     Q   D6165   Seymour Blvd   0.026     Q   D6165   Seymour Blvd   0.016     Q   D6165   Seymour Blvd   0.076     Q   D6165   Seymour Blvd   0.076     Q   D6165   Seymour Blvd   0.076     Q   D6165   Seymour Blvd   0.000     Q   D6496		0615	Щ	0.312	0.00	O)		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000
Col.   Col.		0615	_	0.264	0.000	P		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000
		0616	<u></u> .	1.005	0.000	~		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000.0 000.0 000.0	0.000 0.000 0.000 0.000 0.000
(a)		0610	1	0.022	0.00	∪γ.	0.000	0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0
(a)		0616		0.020	0.000			0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000
Record   R	A	0616	Ļ.,	0.016	0.000			0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000
MA - A Total   254,837   254,837   260,009   264,000   264,78   264,837   264,837   264,837   260,009   260,009   260,009   260,009   260,009   260,000		0616	íL.	0.076	0.000			0.000	0.000 0.000	0.000 0.000 0	0.000 0.000 0.000	0.000 0.000 0.000 0.000
@         00099 00099S         Sea to Sky Highway         62.478 1,604           @         00099S         Sea to Sky Hwy S/B         1,772 1,772           @         00099Z         Sea to Sky Hwy S/B         0,731 0,000           @         00099Z         Sea to Sky Hwy S/B         0,000 0,000           @         00099Z         Sea to Sky Hwy S/B         0,000 0,000           @         00099Z         Sea to Sky Hwy S/B         0,000 0,000           @         000496R         Alice Lake Rd         0,000 0,000           @         00496R         Alice Lake Rd         0,000 0,000 0,000           @         01812         New Brunswick Pit Rd         0,000	. i	Total	4.	254,837	0.998		0.000	0.000	0.000 41.552	0.000 41.552 37.311 1	0.000 41.552 37.311 1.264	0.000 41.552 37.311 1.264 0.100
(@)         00099S         Sea to Sky Hwy. S/B         1,604           (@)         00099T         Sea to Sky Hwy. S/B         1,772           (@)         00099Z         Sea to Sky Hwy. S/B         0,731           (@)         00099Z         Sea to Sky Hwy. S/B         0,000           (@)         00399R         Darrell Bay Rd         0,000           (@)         00496R         Alice Lake Rd         0,000           (@)         01812         New Brunswick Pit Rd         0,000           (@)         01820         Furry Crk. N/B Exit         0,000           (@)         01821         Furry Crk. N/B onramp         0,000           (@)         01821         Furry Crk. N/B onramp         0,000           (@)         01821         Furry Creek Drive         0,000           (@)         01822         Furry Creek Drive         0,000           (@)         01823         Country Club Rd         0,000           (@)         01825         Sea View Drive         0,000           (@)         01826         Howe Sound Drive         0,000           (@)         01827         SrBnd Exit from 99         0,000           (@)         01828         Stonegate Drive	9	90009		62.478	72 129			0.000	0.000 0.000	0.000 0.000	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000
Company   Comp	9	00099	1	1.604	0.000		0.000		0.000	0.000 0.000 0	0.000 0.000 0.000	0.000 0.000 0.000 0.000
00399R   Darrell Bay Rd	9 6	Second Page 1	Sea to Sky Hwy	0 731	0.000		0.000	0.000	0.000	0.000	0.000 0.000	0.000 0.000 0.000
@         00406R         Alice Lake Rd.         0.000           @         00649R         Squamish Valley Rd.         0.000           @         01809         Charles Crk. Rd.         0.000           @         01812         New Brunswick Pit Rd.         0.000           @         01821         Furry Crk. N/B Exit         0.000           @         01821         Furry Crek Drive         0.000           @         01821         Furry Creek Drive         0.000           @         01823         Country Club Rd.         0.000           @         01825         Sea View Drive         0.000           @         01826         Howe Sound Drive         0.000           @         01827         SrBnd Exit from 99         0.000           @         01828         Stonegate Drive         0.000           @         01839         Shannon Park Access Rd         0.000	в (9)	00396	_	0.000	0.000		0.000	0.000	0.000 1.036	0.000 1.036 0.000	0.000 1.036 0.000 0.000	0.000 1.036 0.000 0.000 0.000
(22) 100649R Squamish Valley Rd. 0.000 (23) 100649R Squamish Valley Rd. 0.000 (24) 01819 Charles Crk. Rd. 0.000 (25) 01812 New Brunswick Pit Rd 0.000 (26) 01821 Furry Crk. N/B Exit 0.000 (27) 01822 Furry Creek Drive 0.000 (28) 01823 Country Club Rd. 0.000 (29) 01825 Sea View Drive 0.000 (20) 01826 Howe Sound Drive 0.000 (20) 01827 SrBnd Exit from 99 0.000 (20) 01828 Stonegate Drive 0.000 (20) 01839 Shannon Park Access Rd 0.000 (20) 01906 Garibaldi Park Rd. 0.000 (20) 01909 Brackendale Pit Rd. 0.000		00406	<del></del>	0.000	0.000	1 - 1		0,000	0,000 0,000	0.000 0.000 2.442 0	0.000 0.000 2.442 0.000	0.000 0.000 2.442 0.000 0.000
@         01812         New Brunswick Pit Rd         0.000           @         01820         Furry Crk, N/B Exit         0.000           @         01821         Furry Crk, N/B onramp         0.000           @         01822         Furry Creek Drive         0.000           @         01823         Country Club Rd         0.000           @         01825         Sea View Drive         0.000           @         01826         Howe Sound Drive         0.000           @         01827         S/Bnd Exit from 99         0.000           @         01828         Stonegate Drive         0.000           @         01830         Olivers Landing Cour         0.000           @         01899         Shannon Park Access Rd         0.000           @         01906         Garibaldi Park Rd         0.000           @         01909         Brackendale Pit Rd         0.000		0180	_!	0.000	0,000				0.000	0.000 3.308 0.000 0	0.000 3.308 0.000 0.000	0.000 3.308 0.000 0.000 0.000
(Ø)         01820         Furry Crk, N/B Exit         0.000           (Ø)         01821         Furry Crk, N/B onramp         0.000           (Ø)         01822         Furry Creek Drive         0.000           (Ø)         01823         Country Club Rd.         0.000           (Ø)         01825         Sea View Drive         0.000           (Ø)         01826         Howe Sound Drive         0.000           (Ø)         01827         S/Bnd Exit from 99         0.000           (Ø)         01828         Stonegate Drive         0.000           (Ø)         01830         Olivers Landing Cour         0.000           (Ø)         01899         Sharmon Park Access Rd         0.000           (Ø)         01906         Garibaldi Park Rd         0.000           (Ø)         01909         Brackendale Pit Rd         0.000           (Ø)         01909         Brackendale Pit Rd         0.000		01812		0.000	0.000	$\sim$ 13	0.000	0.000	0.000	0.000 0.000 0.000	0.000 0.000 0.000 0.596	0.000 0.000 0.000 0.596 0.000
(2) 01821 Furry Crk, N/B onramp 0,000 (2) 01822 Furry Creek Drive 0,000 (2) 01823 Country Club Rd. 0,000 (2) 01825 Sea View Drive 0,000 (2) 01826 Howe Sound Drive 0,000 (2) 01827 S/Bnd Exit from 99 0,000 (2) 01828 Stonegate Drive 0,000 (2) 01830 Olivers Landing Cour 0,000 (2) 01899 Shannon Park Access Rd 0,000 (2) 01906 Garibaldi Park Rd. 0,000 (2) 01909 Brackendale Pit Rd. 0,000 (2) 019	-	01820	<u> </u>	0.000	0.000	į		0.000	0.000 0.000	0.000 0.000 0.000 0.	0.000 0.000 0.000 0.319	0.000 0.000 0.000 0.319 0.000
One	ļ.,	01821	1	0,000	0.000	$1 \sim$	1	0.000	0.000 0.000	0.000 0.000 0	0.000 0.000 0.000 0.389	0.000 0.000 0.389 0.000
@         01825         Sea View Drive         0.000           @         01826         Howe Sound Drive         0.000           @         01827         SrBnd Exit from 99         0.000           @         01828         Stonegate Drive         0.000           @         01830         Olivers Landing Cour         0.000           @         01899         Shannon Park Access Rd         0.000           @         01906         Garibaldi Park Rd         0.000           @         01909         Brackendale Pit Rd         0.000           @         01909         Brackendale Pit Rd         0.000		01823		0.000	0000	$\frac{1}{2}$			0.000 0.000	0.000	0.000 0.000 0.000 4.062	0.000 0.000 0.000 4.062
@         01826         Howe Sound Drive         0.000           @         01827         SrBnd Exit from 99         0.000           @         01828         Stonegate Drive         0.000           @         01830         Olivers Landing Cour         0.000           @         01899         Sharmon Park Access Rd         0.000           @         01906         Garibaldi Park Rd         0.000           @         01907         Ring Creek Road         0.000           @         01909         Brackendale Pit Rd         0.000		01825		0.000	0.00	Ÿ		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.534	0.000 0.000 0.000 0.534 0.000
@       01827       S/Bnd Exit from 99       0,000         @       01828       Stonegate Drive       0,000         @       01830       Olivers Landing Cour       0,000         @       01899       Sharmon Park Access Rd       0,000         @       01906       Garibaldi Park Rd       0,000         @       01907       Ring Creek Road       0,000         @       01909       Brackendale Pit Rd       0,000		01826	Ц	0.000	0.00	0		0.000	0.000 0.000	0.000 0.000 0.000 1	0.000 0.000 0.000 1.925	0.000 0.000 0.000 1.925 0.000
(2) 19.022 Stories Linve (1.000) (2) 19.030 Olivers Landing Cour (1.000) (3) 19.09 Shannon Park Access Rd (1.000) (4) 19.06 Ganibaldi Park Rd (1.000) (5) 19.07 Ring Creek Road (1.000) (6) 19.07 Ring Creek Road (1.000) (7) 19.09 Brackendale Pit Rd (1.000)		01827	1	0.000	0.00	Õ		0.000	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000 0.163	0.000 0.000 0.000 0.163 0.000
(a) 01899 Shannon Park Access Rd 0,000 (a) 01896 Garibaldi Park Rd. 0,000 (a) 01906 Garibaldi Park Rd. 0,000 (a) 01907 Ring Creek Road 0,000 (a) 01909 Brackendale Pit Rd. 0,000		07010	_	0.000	0.00	7		0.000	0.000	0.000 0.000 0	0.000 0.000 0.808	0.000 0.000 0.808 0.000
@         01906         Garibaldi Park Rd.         0.000           @         01907         Ring Creek Road         0.000           @         01909         Brackendale Pit Rd.         0.000	ω α Θ Θ	01899	Shannon Park Access	0.000	0.00	20	0.000	1	0.000	0.000 0.000	0.000 0.000 0.298	0.000 0.000 0.298 0.000
01907 Ring Creek Road 0,000 01909 Brackendale Pit Rd 0,000 0,000		01906	Garibaldi Park Rd.	0.000	0.00	إب		0.000	0.000 0.000	0.000 0.000 0.000 11	0.000 0.000 0.000 11.558	0.000 0.000 0.000 11.558 0.000
101909 Brackendale Fit Rd. 0.000	(C)	01907	Ring Creek Road	0.000	0.000	i – i		0.000	0.000 0.000	0.000 0.000 0.000 1	0.000 0.000 0.000 1.336	0.000 0.000 0.000 1.336 0.000
	9 6 9 6	01914	Soulamish Valley Pd	0.000	0.000		0.000	1	0.000 0.000	0.000 0.000 0.000 0	0.000 0.000 0.000	0.000 0.000 0.000 0.000

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							_	L	<u> </u>	<u>.                                    </u>	_						_										_			(Q)		Area N	Sub H	· ·		
)991 Lic	)991]Lic		)895 C	1894 MI	00613 Keith Rd	)613 Ea	00613 Bay St	3612 W	1612 W	)612W	00612 W	00612 W	)250 Ta	)250 Ta	00099 Se	089 M	000011	001S/	)001 S/	)001(S/	00001 W	00001 W/B	00001 E/B	00001 E/B	00001 8/	00001 N	00001/W	0001 M	00001 S	001 N	0001 1	Num H	Hwy		:	
01801 Arbutus Rd.	The Constant of Co	000011 ions Cate Calleguay	00895 Cypress Bowl Rd.	00894 Mt. Seymour Park Rd.		00613 East Runaway Lane	y St	00612 Westview Drive	00612 Westview - W/B onram	00612 Westview - W/B offra	Westview - E/B onram	Westview - E/B offra		00250 Taylor Way	Sea to Sky Highway	00089 Marine Dr. Interchan	Trans-Canada Hwy.	00001 S/E Ped Path - Skeen	00001 S/E Ped Path-Cambrid	00001 S/W Ped Path - McGil	W/B 1st Ave onramp	/B exit to 1st Ave	B 1st Ave on ramp	B Exit to 1st Ave	S/W Ramp	N/W Ramp	W/N Ramp	00001 McGill & W/S ramp	Southbound Collector	00001 Northbound Collector	00001 Trans-Canada Hwy.	Hwy Name			Report 2-4 Lane Length Winter Class Contrac	7
0.000		12.404	41.552	37.311	0.835	0.000	0.163	0.866	0.233	0.436	0.264	0.426	0,606	5.627	51.833	2.335	61.693	0.000	0.000	0.000	0.537	0.315	0.290	1.172	0.654	1.830	2.233	0.348	2.135	2.249	60,273	length	class A	Winter	ength Winter C Car	
0.000		0.000	0.000	0.000	0,000					0.000					0.000		0.000	0.000		0.000			0.000									length	class B	Winter	By ≾ Area	,
		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	length	class C	Winter	Area Manager Area 1:04	
2000	2	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.015	0.610	0.285	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	length	class D	Winter	ger Area -	-
	2000	0.000	0.000	0.000	0.000	0.100	0.000	0.000								0.000													0.000	0.000	0.000	length	class E	Winter	- 17-JUN-03	J
	0.400	000,0	0.000	0.000	0.000	0.000	0.000	0.000					0.000	0.000		0.000			0.012		,										0.000	length	class F	Winter		1
			41.552			0.100					0.264			5,627	1				0.622									0.348			60.273	length	class A-F	Winter		
	0 000	12,404	41.552	37.311					0.233			0.426						ļ	j				0.290				2,233				60.273	length	class A-E	Winter	:	

:			Report 2-4 Lane Length Winter Class Contrac	h Winter Cl Cor	ζ.	Area Mana	By Area Manager Area rea:04	- 17-JUN-03	03		!
				Winter	Winter	nter	Winter	Winter	Winter	Winter	Winter
4-	Sub	H₩y		class A	class B	· ·	class D	•••	class F	class A-F	class A-E
AMA /	Area.	_	Hwy Name	length	length	length	length	ngth	length	leлgth	length
A	9	01805	Bridge Rd.	0.000	0.000	0.000	0.354	0.000		_[	
1	- 1	01806	01806 Madrona Rd	0.000	0.000	0,000	0.000	0,000		0.256	
Α		01807	01807 Manzanita Rd.	0.000	0.000	0.000	0,000	0.000	0.350		0.000
·		06010 15th	15th St.	1.084	0.000	0.000	0.000	0.000	0.000		
Α (	(9)	06011	06011 15th W/B offramp	0.472	0.000	0.000	0.000	0.000	0.000		
) A		06012	15th W/E	0.344	0.000	0.000	0.000	0.000	Ţ		
A		06013	15th St. E/B offramp	0.431	0.000	0.000			0.000		-
A	(8)	06014 15th	15th St. E/B onramp	0.617	0.000	0.000	0.000		0.000	0.617	
A (		06015	06015 15th W/B offramp -> 15th St N/B	0.038	0.000	0.000	0.000				
A	<u>(9</u>	06016	06016 15th St N/B -> W/B onraπp	0.026	0.000	0:000	0.000	0.000			0.026
Α (		06017	15th St E/B offramp ->15th St S/B	0.018	0.000	0,000	0.000	0.000	İ		
		06018	06018 15th St N/B -> E/B onramp	0.056	0.000	0.000	0.000	0.000	0.000		
		06020	06020 21st St.	0.683	0.000	0.000	0.000	0.000	0.000	0.683	
		06021	06021 21st St - W/B ramps	1.025	0 000	0.000	0.000	0.000	1,178		
Α		06022	06022 22nd St. offramp	0.458	0.000	0.000	0.000		0.000		
		06023	06023 21st St. E/B onramp	0.436	0.000	0.000	0.000	}	0.000		0.436
A		06030	06030 Capitano Rd.	2,537	0.000	0.000	0.000		0.000		
A		06031	06031 Capilano - W/B offramp	0.590	0.000	0.000	0.000	0.000	0,000		
A		06032	06032 Capilano W/B onramp	0.207	0.000	0.000	0.000		0.000		1
A		06033	06033 Capilano E/B offramp	0.439	0.000	0.000	0.000	0.000	0.000		0,439
A	<b>@</b>	06034	06034 Capilano E/B onramp	0.511	0.000	0.000	0.000		0.000	0.511	
A		06035	06035 Capilano E/B off->NB Capilano	0.043	0.000	0.000	0.000	0.000	0.000		
A		06036	06036 Capilano - old NB ramp	0.093	0.000	0.000	0.000	0.000			0.093
A	<u> </u>	06037	Capilano - Woods Rd.	0.046	0,000	0.000	0.000	0.000			
A		06040	06040 Caulfield Dr & W/B onramp	1.452	0.000	0.000	0.000	0.000	0.000		_
A		06041	06041 Caulfield W/B offramp	0,392	0,000	0.000	0.000	0.000	0.000	0.392	0.392
A		06042	06042 Caulfield E/B offramp	0.508	0.000	0.000	0,000	0.000	0.000		0
A		06043	06043 Caulfield E/B onramp	0.362	0.000	0.000	0.000	0.000	0.000		0
A		06050	06050 Cypress BR & E/B onramp	0.818	0.000	0.000	0.000	0.000	0.000	0.818	0.818
A	1	06051	06051 Cypress W/B offramp	0.356	0.000	0.000	0.000	0.000	0.000	0.356	0.356
A		06052	06052 Cypress E/B offramp	0.500	0.000	0.000	0.000	0.000	0.000	0.500	0.500
À		06053	06053 Cypress W/B onramp	0.392	0.000	0.000	0.00	0.000	000	0 392	COT U

2	1		Report 2-4 Lane Length Winter Class Contrac	h Winter Cor	<b>\$</b> [:	By Area Manager Area	ger Area -	- 17-JUN-03	03		
		-		Winter	Winter	Winter	Winter	Winter	Winter	Winter	Winter
	Sub	Hwy		class A	ciass B	class C	class D	class E	class F	79	class A-E
AMA	Area	<b></b>	Hwy Name	length	length	length	length	length	length		length
Þ	<b>(9</b> )	06054	Cypress W/B offramp-> CBR n/b	0.028		0.000	0.000	0.000	0.000	0.028	0.028
А	<b>©</b>	06055	Cypress BR s/b->W/B onramp	0.010		0.000	0.000	0.000	0.000	0.010	0.010
Α	<b>@</b>	06060	06060 Eagleridge Dr	0.720		0,000	0.000		0.000	0.720	0.720
Α	(9)	06061	Eagleridge W/B ramps	0.948		0.000	0.000		0.000		0.948
Α	(9)	06062	Eagleridge E/B offramp	0.159	0.000	0.000	0.000		0.000		0.159
≯	(9)	06063	Eagleridge E/B onramp	0.284	0.000	0.000	0.000	0.000	0.000		0.284
➣	<b>(</b>	06064	06064 Eagleridge S/B->E/B onramp	0.019	0.000	0.000	0.000	0.000	0.000		0.019
Α	(9)	06070	06070 Fern St.	1.963		0.000	0.000	0.000	0.000		1.963
>	(8)	06071	06071 Fern W/B offramp	0.223		0.000	0.000	0.000	0.000	0.223	0.2
>	(8)	06072	06072 Fern W/B onramp	0.603		0.000	0.000	0.000	0.000	0.603	0.603
Þ	(9)	06073	06073 Fern E/B offramp	0.193	0.000	0,000	0.000	0,000	0.000	0.193	0,1
➣	<b>@</b>	06074	06074 Fern E/B onramp	0.403		0.000	0.000	0.000	0.000	0.403	0.4
>	(2)	06075	06075 Fern - Mt⊓ Hwy offramp	0.385		0,000	0.000	0.000	0.000	0.385	0.385
♪	(9)	06076	06076 Fern W/B onr->Lillocet	0.060		0.000	0.000	0.000	0.000	0.060	0.0
Þ	@	06080 HB	HB - Douglas Exit	0.063	0.000	0.000	0.000	0.000	0.000	0.063	0.0
Þ	@	06081 HB	<ul> <li>Argyle St.</li> </ul>	0.068	0.000	0.000	0.000	0.000	0.000	0.068	0.0
A	<b>@</b>	06082 HB	1	0.232	0.000	0,000	0.000	0.000	0.000	0.232	0.232
A	(9)	06083	HB - Hwy 99 offramp	0.067	0.000	0.000	0,000	0.000	0.000	0.067	0.067
Α	(9)	06085 HB	ļ.	0.408	0.000	0.000	0.000	0.000	0.000	0.408	0,408
>	(9)	06090	06090 Lonsdale Ave. N/B	0.343	0,000	0.000	0.000	0.000	0.000	0.343	0.343
Α		06091.	Lonsdate W/B offramp	0.827	0.000	0.000	0.000	0.000	0.000	0.827	0.8
Α	(9)	06092	Lonsdale W/B onramp	0.773	0.000	0,000	0.000	0.000	0.000	0.773	0.7
Α	(9)	06093	06093 Lonsdale E/B offramp	0.786	0.000	0.000	0.000	0.000	0.000	0.786	0.786
A	0	06094	06094 Lonsdale E/B onramp	0.982	0.000	0.000	0.000	0.000	0.000	0.982	0.9
L		06095	06095 Lonsdale Ave S/B	0.289	0.000	0.000	0.000	0.000	0.000	0.289	0.28
		06100	06100 Lynn Valley Rd. N/B	0.524	0.000	0.000	0.000	0.000	0.000	0.524	0.524
	(9)	06101	06101 Lynn Valley W/B offramp	0.099	0.000	0.000	0,000	0.000	0.000	0.099	0.099
A	(8)	06102	06102 Lynn Valley W/B onramp	0.250	0.000	0.000	0.000	0.000	0.000	0.250	0.250
	(9)	061031	06103 Lynn Valley E/B offramp	0.259	0,000	0.000	0.000	0.000	0.000	0.259	0.259
	(9)	06104	Lynn Valley E/B onramp	0.352	0.000	0.000	0.000	0.000	0.000	0.352	0.352
	(9)	06105	읔	0.068	0.000	0.000	0.000	0.000	0.000	0.068	0.068
A	(8)	06106	06106 Lynn Valley Rd S/B	0.409	0.000	0.000	0.000	0.000	0.000	0.409	0.409

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<b>&gt;</b>	Þ	A	Α	>	A	Α	Þ	Α	≻	Α	Α	Þ	Α	Α	Α	A	Α	A	Α	A	≯	A	A	×	≻	Þ	≯	Þ	A	Þ	Α	AMA			:
9(	9	(9)	(9)	(9)	(9)	0	<u>@</u>	<u>@</u>	@	0	@	0	0	@	(9)	(9)	@	(9)	@	(9)	@	<b>@</b>	(9)	<b>@</b>	@	<b>@</b>	(9)	(9)	<b>(9</b> )	@	<b>(</b>	Area	Sub		· - - !
06162 MSP	06161	06160	06153	06152	06151	06150	06146	06145	06144	06143	06142	06141	06140	06135	06134	06133	06132	06131	06130	06119	06118 Main	06117 Main	06116 Main	06115	06114	06113	06112	06111	06110	06108	06107	Num	Нжу		
MSP E/B -> Seymour Blvd	06161 Mt Sevinour Pkwy W/B	Mt Seymour Pkwy E/B	06153 Westmount E/B onramp	06152 Westmount E/B offramp	06151 Westmount W/B onramp	06150 Westmount Dr	Taylor Way S/B<-E/B offramp	Taylor Way S/B->W/B onramp			Taylor Way E/B offramp	06141 Taylor Way W/B onramp	06140 Taylor Way W/B offramp	06135 Marine E/B onramp	06134 Marine Drive busloop	06133 Marine W/B offr->LGB	06132 Marine E/B offr->LGB	06131 Marine Drive W/B	06130 Marine Drive E/B	Main W/B offramp -> W/B onramp	Main St ->W/B offramp	٧ <-	Main E/B onramp	06115 Main WB on-> #1 E/B	06114 Main E/B offramp	06113 Main W/B onramp	06112 Main W/B offramp	06111 Main W/B Dollarton Exit	06110 Main St	06108 LVR S/B -> W/B onramp	06107 LVR N/B-> E/B onramp	Hwy Name			Report 2-4 Lane Lengin Winter Class
000	1.243	1.005	0.264	0.312	0.337	1.048	0.031	0.015	0.032	0.648	0.512	0.642	1.517	0.417	0.126	0.216	0.516	2.079	2.463	0.091	0.080	0,027	0.311	0.305	0.459	0.673	0.408	0.221	2,170	0.023	0.022	length	class A	Winter	Cor
	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000		0.000		0.000	0.000	length	class B	Winter	by ct Area
			0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000				0.000	0.000	0.000			0.000		0.000	0.000	length	class C	Winter	area Manager Area 1:04
		0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000	0.000	0.000		0.000		0,000	0.000		0.000			0.000	0.000	0.000	length	class D	Winter	iger Area -
			0.000	0.000	0.000	0.000	0.000	0.000			0.000	0.000	0.000	0.000	0.000		0.000	0.000	0,000		0.000		0.000	0.000		0.000		0.000		0.000	0.000	length	class E	Winter	- 17-JUN-03
			0.000		0.000		0.000		0.000		0.000	0.000	0.000				0.000	0.490	0.727	]				0.000		0.000		0.000			0.000	length	class F	Winter	Ù3
			0.264		0.337		0.031				0.512	0.642	1.517		0.126				3.190					0.305		0.673		0.221		0.023		length	class A-F	Winter	
			0.264		0.337		0.031				0.512										0.080			0.305		0.673		0.221				length	class A-E	Winter	