

*George Massey Tunnel Replacement Project Associate Project Director Timothee Merle d'Aubigne's contract and a detailed list of payments made to d'Aubigne, showing the dates, dollar amounts, transaction numbers and reasons for payment for January 1, 2016 to June 30, 2016.*

Response:

Attached is the Sun Coast Consulting Limited contract under which Timothee Merle d'Aubigne is compensated. The Associate Project Director is retained as a project management lead on the Technical Advisory Services contract held by the Ministry of Transportation and Infrastructure.

Services provided by Mr. d'Aubigne at an all-inclusive hourly rate of \$205.00 are listed below:

Year	Month	Inv #	Hours	Amount
2016	January	GMTRP-27	82	16,810.00
	February	GMTRP-28	160	32,800.00
	March	GMTRP-29	139	28,495.00
	April	GMTRP-30	168	34,440.00
	May	GMTRP-31	168	34,440.00
	June	GMTRP-32	176	36,080.00
	July	GMTRP-33	152	31,160.00
	August	GMTRP-34	55	11,275.00
	September	GMTRP-35	168	34,440.00
	October	GMTRP-36	152	31,160.00
	November	GMTRP-37	152	31,160.00
	December	GMTRP-38	160	32,800.00
2017	January	GMTRP-39	152	31,160.00



# This Agreement,

MADE IN QUADRUPPLICATE ON THE 23<sup>rd</sup> DAY OF DECEMBER, 2013.

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

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

V7A 1N6  
POSTAL CODE

AND: Sun Coast Consulting Ltd.

Address 6072 Sierra Way

Nanaimo, BC

(hereinafter called the "Contractor")

V9V 1R8  
POSTAL CODE

Short Description: **Technical Advisory Services for GMT**

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

COMMENCEMENT DATE (yyyy/mm/dd)

2013/12/01

COMPLETION DATE (yyyy/mm/dd)

2022/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

## TERMS AND CONDITIONS:

### APPOINTMENT

1. The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto.

### TERM

2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.

### PAYMENT

3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, (plus any applicable taxes), in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.

4. The Province will pay the applicable GST on the fees and expenses incurred in connection with this contract.

- ☒ Terms and Conditions
- ☒ Works/Services Schedule - H0461a
- ☒ Payment Schedule - H0461b
- ☐ Travel Expenses (Group I) - H0461c
- ☐ Travel Expenses (Group II Mgmt) - H0461c-1
- ☐ Special Conditions (Engineering) - H0461d
- ☐ Special Conditions (Information Systems) - H0461d-1
- ☐ Insurance Specifications - INS-80
- ☒ Insurance Specifications Professional - INS-132
- ☒ Certificate of Insurance - H0111
- ☐ Privacy Protection Schedule

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

AND/OR CORPORATE SEAL BELOW

T. Mul...

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

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

[Signature]

SIGNATURE OF CONTRACTOR

[Signature]

WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

## ADDITIONAL TERMS AND CONDITIONS

### RECORDS

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

### INDEPENDENT CONTRACTOR

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

### REPORTS

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

### OWNERSHIP

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

### CONFIDENTIALITY

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

### ASSIGNMENT AND SUB-CONTRACTING

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

### CONFLICT

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

### INDEMNITY AND STANDARD OF CARE

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

### INDEMNITY AND STANDARD OF CARE Cont'd.

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

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

### TERMINATION

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

### NON-WAIVER

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

### APPROPRIATION

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

### REFERENCES

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

### NOTICES

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

### MISCELLANEOUS

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



## WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0002

The Contractor shall:

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

The scope of technical advisory services includes but is not limited to the following:

- a) coordinate and manage a multi-disciplinary team of technical and engineering specialists;
- b) Manage and coordinate the development of the overall project scope, schedule and budget;
- c) Participate in cost benefit analysis, multiple account evaluations and development of business cases;
- d) Develop a project definition report and related materials;
- e) Develop and implement project plans and project management plans;
- f) Coordinate and participate in environmental planning, assessment and implementation of necessary environmental studies and works;
- g) Participate in public consultations / meetings with stakeholders, municipalities, government agencies, public utilities and First Nations;
- h) Work closely with municipalities, residents, farmers and other community groups, public utilities, agencies and First Nations;
- i) Provide advice on procurement options, including alternate delivery models such as design-build and public private partnerships;
- j) Participate in the development of technical and performance specifications for procurement documents and assist with evaluation of submissions;
- k) Develop comprehensive project controls including scope, schedule, cost and change management;
- l) Provide quality management services including the development and implementation of the project's Quality Management System;
- m) Develop and implement a risk management plan including appropriate risk reviews at appropriate project milestones;
- n) Conduct Value Engineering workshops at appropriate project milestones;
- o) Manage the activities of other technical and engineering consultants contracted to the project;
- p) Provide project schedule/cost tracking and detailed construction/cost estimating services;
- q) Provide project-wide reporting including developing status reports on a monthly basis or as appropriate;
- r) Provide project controls and close-out services;
- s) Provide advice and mentor Ministry engineering and project management staff;
- t) Provide First Nations advisory services;
- u) Work with First Nations with respect to participation in project activities;
- v) Provide project management, engineering and construction management services as and when required;
- w) Retain consultant and sub-consultant services as and when required by the Project;
- x) Provide office space for a multi-disciplinary team of technical specialists including Ministry staff, consultants and sub-consultants through to the end of the Contract term.

Individual assignments will be provided to the Contractor to address technical, project management and construction management services and other associated technical details related to the Project. Upon receiving individual assignments the Contractor will prepare a work plan and calendarized budget for each assignment and submit the work plan/budget to the Executive Project Director for review and approval.

#### Non-Exclusive Opportunity

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



## PAYMENT SCHEDULE

### METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0002

TITLES	All Inclusive Hourly Rate
Technical Advisor	\$215
Construction/Project Management Lead	\$205
Senior Project Advisor	\$230
Business Case Lead	\$250
Procurement Manager	\$195
Senior Cost Estimator	\$200
Senior Project Manager II	\$230
Senior Project Manager I	\$170
Project Manager	\$150
Senior Project Assistant II	\$145
Senior Project Assistant I	\$110
Project Assistant/Administration II	\$85
Project Assistant/Administration I	\$75
Engineering/Construction Manager	\$180
Senior Engineering Specialist	\$175
Project Engineer II	\$150
Project Engineer I	\$125
Engineer in Training	\$95
Environmental/Agricultural Manager	\$150
First Nations Advisor	\$150
Quality Director	\$185
Quality Manager	\$160
Document Controller	\$125
Project Controls/Financial Clerk	\$75

All Inclusive Hourly Rates for each position identified include all fees and disbursements (business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle mileage, vehicle rental or parking if necessary, travel, air travel if necessary, meals, accommodation and incidentals).

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

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

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

The Project does not guarantee a minimum number of hours. Only the agreed upon hourly rates will be paid and no other disbursements will be paid unless otherwise agreed to and authorized.

Contracted rates will be firm for the initial two year term with an option for annual review thereafter.

## **FREQUENCY OF PAYMENTS**

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly and will include all relevant backup. The monthly invoice will include a monthly status report that details the progress of technical assignments and must include a financial report.

## **MAXIMUM AMOUNT PAYABLE**

Total payments shall not exceed \$ 21,983,500.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

## **PAYMENT SCHEDULE TERMS AND CONDITIONS**

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



## INSURANCE SPECIFICATIONS PROFESSIONAL SERVICES INS-132

### LIABILITY INSURANCES Including Professional Liability

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

#### 1. ISSUANCE OF INSURANCE

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

#### 2. EVIDENCE OF COVERAGE

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

Evidence shall be as follows:

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

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

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

#### NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

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

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

#### 3. THIRD PARTY LIABILITY INSURANCE

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

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

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



**4. AUTOMOBILE LIABILITY INSURANCE**

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

**5. PROFESSIONAL LIABILITY INSURANCE (Errors and Omissions)**

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

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

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

**6. PROTECTION AND INDEMNITY INSURANCE**

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

**7. AIRCRAFT INSURANCE**

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

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

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

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



**BRITISH  
COLUMBIA**

Ministry of Transportation  
and Infrastructure

## CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:

159CS0002 Technical Advisory Services for George Massey Tunnel Replacement Project

Brokers' Reference No.

Award or Effective Date

2013-12-01

(yyyy/mm/dd)

**INSURED**

Name

Business Address

**BROKER**

Name

Business Address

Type of Insurance	Company and Policy Number	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive
Umbrella/Excess Liability				\$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ Limit

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

Signature of person authorized to sign on behalf of Insurers  
certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

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

**CONDITIONS APPLICABLE TO:  
COMMERCIAL GENERAL LIABILITY**

**1. Additional Named Insured Clause for Ministry Contracts**

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

**2. Extension of Coverage**

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

**3. Cross Liability**

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

**4. Exclusions Not Permitted**

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

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

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

**5. Products and Completed Operations Hazard**

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

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

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

**1. Additional Named Insured Clause**

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

**2. Loss Payable Clause**

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

**3. Waiver of Subrogation**

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

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

**1. Cancellation**

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

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

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

**1. Cancellation**

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



*This Amending Agreement*, IS MADE THE 12<sup>TH</sup> DAY OF MARCH, 2014

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

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

V7A 1N6  
Postal Code

AND: Sun Coast Consulting Ltd.

Address 6072 Sierra Way, Nanaimo, BC  
(hereinafter called the "Contractor")

V9V 1R8  
Postal Code

# WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 23 of December, 2013 for:

Technical Advisory Services for GMT

(hereinafter called the "Agreement")

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

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

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

## PAYMENT SCHEDULE

Add the following Title and All Inclusive Hourly Rate:

Senior Business Case Analyst \$185

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

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

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

ATTIX CORPORATE SEAL BELOW

[Signature]  
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]  
SIGNATURE OF CONTRACTOR

[Signature]  
WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]

SIGNATURE OF DELEGATED MINISTRY AUTHORITY



BRITISH  
COLUMBIA

Ministry of Transportation  
and Infrastructure

**AMENDING AGREEMENT**  
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER		
159	CS	0002
AMENDMENT NUMBER: 2		

*This Amending Agreement*, IS MADE THE 29<sup>th</sup> DAY OF JUNE, 2015

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

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

V7A 1N6  
Postal Code

AND: Sun Coast Consulting Ltd.

Address 6072 Sierra Way, Nanaimo, BC  
(hereinafter called the "Contractor")

V9V 1R8  
Postal Code

**WITNESS THAT WHEREAS**

A. the parties entered into an Agreement dated the 23 of December, 2013 for:

Technical Advisory Services for GMT

(hereinafter called the "Agreement")

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

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

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

**PAYMENT SCHEDULE**

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

(2) This amendment shall be effective June 1, 2015

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

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

AFFIX CORPORATE SEAL BELOW

[Signature]  
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]  
SIGNATURE OF CONTRACTOR

[Signature]  
WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]  
SIGNATURE OF DELEGATED MINISTRY AUTHORITY



## PAYMENT SCHEDULE

### METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0002

Amendment No. 2

TITLES	All inclusive Hourly Rate
Technical Advisor	\$215
Construction/Project Management Lead	\$205
Senior Project Advisor	\$230
Business Case Lead	\$250
Procurement Manager	\$195
Senior Cost Estimator	\$200
Senior Project Manager II	\$230
Senior Project Manager I	\$170
Project Manager	\$150
Senior Project Assistant II	\$145
Senior Project Assistant I	\$110
Project Assistant/Administration II	\$85
Project Assistant/Administration I	\$75
Engineering/Construction Manager	\$180
Senior Engineering Specialist	\$175
Project Engineer II	\$150
Project Engineer I	\$125
Engineer in Training	\$95
Environmental/Agricultural Manager	\$150
First Nations Advisor	\$150
Quality Director	\$185
Quality Manager	\$160
Document Controller	\$125
Project Controls/Financial Clerk	\$75
Senior Business Case Analyst	\$185
Senior Highway Design Specialist	\$330

All Inclusive Hourly Rates for each position identified include all fees and disbursements (business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle mileage, vehicle rental or parking if necessary, travel, air travel if necessary, means, accommodation and incidentals).

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

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

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

The Project does not guarantee a minimum number of hours. Only the agreed upon hourly rates will be paid and no other disbursements will be paid unless otherwise agreed to and authorized.

Contracted rates will be firm for the initial two year term with an option for annual review thereafter.

## **FREQUENCY OF PAYMENTS**

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly and will include all relevant backup. The monthly invoice will include a monthly status report that details the progress of technical assignments and must include a financial report.

## **MAXIMUM AMOUNT PAYABLE**

Total payments shall not exceed \$ 21,963,500.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

## **PAYMENT SCHEDULE TERMS AND CONDITIONS**

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



**BRITISH  
COLUMBIA**

Ministry of Transportation  
and Infrastructure

**AMENDING AGREEMENT**  
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER		
<b>159</b>	<b>CS</b>	<b>0002</b>
AMENDMENT NUMBER: 3		

*This Amending Agreement*, IS MADE THE 18<sup>th</sup> DAY OF MAY, 2016

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

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

V7A 1N6  
Postal Code

AND: Sun Coast Consulting Ltd.

Address 6072 Sierra Way, Nanaimo, BC  
(hereinafter called the "Contractor")

V9V 1R8  
Postal Code

**WITNESS THAT WHEREAS**

A. the parties entered into an Agreement dated the 23 of December, 2013 for:

Technical Advisory Services for GMT

(hereinafter called the "Agreement")

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

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

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

**PAYMENT SCHEDULE**

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

(2) This amendment shall be effective April 1, 2016

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

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

AFFIX CORPORATE SEAL BELOW

  
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

  
SIGNATURE OF CONTRACTOR

  
WITNESS AS TO THE MINISTRY SIGNATURE

  
SIGNATURE OF DELEGATED MINISTRY AUTHORITY





## PAYMENT SCHEDULE

### METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

159 | CS | 0002

Amendment No. 3

TITLES	All inclusive Hourly Rate
Technical Advisor	\$215
Construction/Project Management Lead	\$205
Senior Project Advisor	\$230
Business Case Lead	\$250
Procurement Manager	\$195
Senior Cost Estimator	\$200
Senior Project Manager II	\$230
Senior Project Manager I	\$170
Project Manager	\$150
Senior Project Assistant II	\$145
Senior Project Assistant I	\$110
Project Assistant/Administration II	\$85
Project Assistant/Administration I	\$75
Engineering/Construction Manager	\$180
Senior Engineering Specialist	\$175
Project Engineer II	\$150
Project Engineer I	\$125
Engineer in Training	\$95
Environmental/Agricultural Manager	\$150
First Nations Advisor	\$150
Quality Director	\$185
Quality Manager	\$160
Document Controller	\$125
Project Controls/Financial Clerk	\$75
Senior Business Case Analyst	\$185
Senior Highway Design Specialist	\$330
Business Analyst	\$165

All Inclusive Hourly Rates for each position identified include all fees and disbursements (business and administration overhead, payroll burden, overtime, personal safety equipment, vehicle mileage, vehicle rental or parking if necessary, travel, air travel if necessary, means, accommodation and incidentals).

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

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

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

The Project does not guarantee a minimum number of hours. Only the agreed upon hourly rates will be paid and no other disbursements will be paid unless otherwise agreed to and authorized.

Contracted rates will be firm for the initial two year term with an option for annual review thereafter.

## **FREQUENCY OF PAYMENTS**

The Contractor shall invoice the Province:

Invoices will be submitted to the Project monthly and will include all relevant backup. The monthly invoice will include a monthly status report that details the progress of technical assignments and must include a financial report.

## **MAXIMUM AMOUNT PAYABLE**

Total payments shall not exceed \$ 21,963,500.00 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

## **PAYMENT SCHEDULE TERMS AND CONDITIONS**

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