

**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 2 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

**Robert Griffith
TCQIKC**

Digitally signed by Robert Griffith
TCQIKC
DN: c=CA, cn=Robert Griffith TCQIKC,
o=BC Land Surveyor, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=TCQIKC
Date: 2017.06.27 14:22:12 -07'00'

1. BC LAND SURVEYOR: (Name, address, phone number)
Robert A. Griffith
Box 158 - 1815 Canyon Street
Creston
BC V0B 1G0
Griffith Surveys
250-428-5810
Bob@GriffithSurveys.com
☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:
Control Number: 149-859-8532
Plan Number: EPP70240
This original plan number assignment was done under Commission #: 568
3. CERTIFICATION:
☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2017	January	12	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2017	February	19	(YYYY/Month/DD)	196060

☒ None ☐ Strata Form S

☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2

Arterial Highway ☐
Remainder Parcel (Airspace) ☐
4. ALTERATION: ☐

Luison, Deborah E TRAN:EX

From: Bob - Surveys <bob@griffithsurveys.com>
Sent: Tuesday, June 27, 2017 2:41 PM
To: Luison, Deborah E TRAN:EX
Subject: Re: FW: Sinclair Road
Attachments: EPP70240_signed.pdf

Hi, Deb,

Here is the signed plan for Sinclair Road, Plan EP70240.

Please let me know if you need anything more.

Bob Griffith, BCLS

Griffith Surveys
R. Griffith Land Surveying Inc.
Bob@GriffithSurveys.com
(250) 428 - 5810

On 26 June 2017 at 14:08, Luison, Deborah E TRAN:EX <Deborah.Luison@gov.bc.ca> wrote:

Hi Bob

EPP70240

Can you forward me the final plan please. I cannot seem to locate the final signed version

Thank you

Debbie Luison
Property Management & Land Survey Coordinator
Ministry of Transportation & Infrastructure
Southern Interior Region
342-447 Columbia St., Kamloops, BC V2C 2T3
PH:(250)371-3865 FAX:(250)828-4229

From: Bob - Surveys [mailto:bob@griffithsurveys.com]
Sent: Monday, February 20, 2017 9:07 AM

To: Luison, Deborah E TRAN:EX
Subject: Sinclair Road

Hi, Deb,

Please find attached a PDF for the Sinclair Road SRW.

To get the information on the plan at a reasonable scale, the sheet is 34" x 72".

Let me know if you need any changes or more.

Thanks,

Bob Griffith, BCLS

Griffith Surveys

R. Griffith Land Surveying Inc.

Bob@GriffithSurveys.com

(250) 428 - 5810



INVOICE 4149

Our File: MM16043

Your File: Sinclair Road

Date: 30 March 2016

Ministry of Transportation and Infrastructure
342 – 447 Columbia Street
Kamloops, BC, V2C 2T3

G.S.T. Registration No. R135942522
Payable upon receipt
1.5% interest monthly on overdue accounts

(by email)

For Professional Services With Respect To:

Survey and Statutory Right of Way Plan of Road within
District Lots 812, 1270 and 1271A
Kootenay District
being located at
Sinclair Road
Lister, BC.

File: Sinclair Road

Contract: 253 LM 2257

Our Fee:	\$ 14,117.00
G.S.T.	705.85

Total Amount Payable	\$14,822.85
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SOUTHERN INTERIOR REGION
Ministry of Transportation

APR 01 2016

KAMLOOPS, B.C.

Robert A. Griffith, B.C.L.S.
R. Griffith Land Surveying Inc.
P.O. Box 158
1815 Canyon Street
Creston, BC, V0B 1G0

Phone: (250) 428 - 5810
Fax: (250) 428 - 2840
Email: Bob@GriffithSurveys.com



Our File: MM16043

Your File: Sinclair Road - 253 LM 2257

30 March 2016

Job Cost Summary Sheet

Job Description: Survey and Statutory Right of Way Plan of Road within District Lots 812, 1270, and 1271A, Kootenay District; Sinclair Road, Lister, BC.

Name of Firm/Surveyor: GRIFFITH SURVEYS; R. Griffith Land Surveying Inc.

Personnel/Equipment	Time		Rate		Total
B. C. Land Surveyor	3.5	hours	\$150.00	per hour	\$ 525.00
Field Technician	37	hours	110.00	per hour	4,070.00
Chainman	37	hours	51.00	per hour	1,887.00
Computer	14	hours	110.00	per hour	1,540.00
Draftsman - Senior	20	hours	110.00	per hour	2,200.00
Total Station	12	hours	35.00	per hour	420.00
GNSS (GPS equipment)	32	hours	44.00	per hour	1,408.00
Truck	37	hours	35.00	per hour	1,295.00
Concrete Posts	2		95.00	each	190.00
Capped Posts	2		18.50	each	37.00
Standard Iron Posts	20		10.00	each	200.00
Metal Guard Stakes	4		20.00	each	80.00
Wood Guard Stakes	20		10.00	each	200.00
Wood stakes	0		1.50	each	-
Electronic Checklist Project fee	1		65.00	each	65.00
Total Survey Fee					\$ 14,117.00
G.S.T.					705.85
Total Amount Payable					\$ 14,822.85

Robert A. Griffith B.C.L.S.

R. Griffith Land Surveying Inc.
P.O. Box 158
Creston, BC, V0B 1G0

Phone: (250) 428 - 5810
Fax: (250) 428 - 2840
Email: Bob@GriffithSurveys.com

**This Agreement** MADE BETWEEN:HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE
MINISTER OF TRANSPORTATION AND INFRASTRUCTURE (HEREIN AFTER CALLED THE PROVINCE).

342 - 447 Columbia Street

Kamloops, BC V2C 2T3

AND: **R.GRIFFITH LAND SURVEYING INC.**

(HEREIN AFTER CALLED THE "CONTRACTOR")

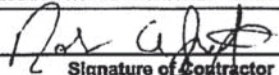
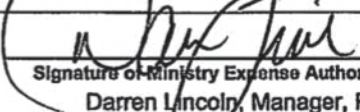
PO Box 158, Creston, BC V0B 1G0 (250) 428-5810

THE CONTRACTOR HAS OFFERED TO PERFORM THE SERVICES HEREIN DESCRIBED AT THE PRICE AND ON THE TERMS AND CONDITIONS SET OUT IN THIS
AGREEMENT; AND THE PROVINCE HAS ACCEPTED THE CONTRACTOR'S OFFER. THIS AGREEMENT INCLUDES ALL ATTACHMENTS INDICATED BELOW.SHORT DESCRIPTION OF THE WORKS/SERVICES: Project 25813 - Sinclair Road

DETAILS: Preparation of Statutory Right of Way Plan for gazette Notice

REQUESTOR (Print Name):	Darren Lincoln	QUALIFIED RECEIVER (Print Name)	Debbie Luison
COMMENCEMENT DATE (YYYY/MM/DD):	2016-03-01	COMPLETION DATE (YYYY/MM/DD):	2016-03-31
DESCRIPTION OF PRICE(S)/AGREED RATE(S):		ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT	
LUMP SUM PAYMENT		<input checked="" type="checkbox"/> Terms and Conditions <input type="checkbox"/> Work/Services Schedule - H0461a <input type="checkbox"/> Payment Schedule - H0461b <input type="checkbox"/> Travel Expenses (Group I) - H0461c <input type="checkbox"/> Travel Expenses (Group II - Mgmt) - H0461c-1 <input checked="" type="checkbox"/> Insurance Specifications - INS-80 <input type="checkbox"/> Insurance Professional Services - INS-132 <input checked="" type="checkbox"/> Certificate of Insurance - H0111 <input type="checkbox"/> Special Conditions (Engineering) - H0461d <input type="checkbox"/> Special Conditions (Information Systems) - H0461d-1 <input type="checkbox"/> Privacy Protection Schedule <input type="checkbox"/> Other <input type="checkbox"/> Other	
TOTAL PAYMENTS NOT TO EXCEED: \$ 15,737.60 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)			

Category Type: <input type="checkbox"/> BI.BI02 For Works OR; <input checked="" type="checkbox"/> BN.BN02 For Services	Enter WCB Number: 450648 AA (064)
Attach Risk Review: <input checked="" type="checkbox"/> H0135 Local Minor Works OR; <input type="checkbox"/> H0056 Consulting Services	
Method of Selection: <input type="checkbox"/> RISP System; <input checked="" type="checkbox"/> Selective Invitation; <input type="checkbox"/> RFP; <input type="checkbox"/> ITQ; OR: <input type="checkbox"/> Direct Award (attach explanation)	
Enter Solicitation Number in BC Bid (if applicable):	
Procurement Process and Trade Agreement (AIT / TILMA) Exclusion (mandatory): <input checked="" type="checkbox"/> Attach H1109 and Fwd to Accounts	
IN SIGNING THIS AGREEMENT, THE CONTRACTOR AGREES THAT HE/SHE HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE CONTAINED ON ANY AND ALL ATTACHMENTS.	

	2016/03/29		2016/03/29
Signature of Contractor	Date (yyyy/mm/dd)	Signature of Ministry Expense Authority	Date (yyyy/mm/dd)
Robert A. Griffith, BCLS		Darren Lincoln, Manager, Property Services	
Print Name and Position		Print Name and Position	

Orca PO Coding	Responsibility 55253	Service Line 60920	STOB 6001	Project 5525813	Total \$ \$15,737.60
Orca PO Coding	Responsibility	Service Line	STOB	Project	Total \$
CPS PO Coding	(Info 1) - CFS - Product 25813	Business Function PROJ.MAN	(Info 2) - Work Activity MANAGE	(Info 3) - Cost Type CONSULT	
IF INS-132 IS REQUIRED PLEASE PROVIDE INSURANCE AND BONDS WITH ADMINISTRATION FEE CODING BELOW.					
Insurance & Bonds Admin Fee Orca Coding	Responsibility	Service Line	STOB 5098	Project	
Insurance & Bonds Admin Fee CPS Coding	(Info 1) - CFS - Product	Business Function	(Info 2) - Work Activity	(Info 3) - Cost Type	

TERMS AND CONDITIONS

Contract Identification Number
253 LM 2257

- 1) This Agreement shall 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 the Contract.
- 2) Every reference to this Agreement shall include the Local Minor Works/Services Contract (H0593), these Terms and Conditions, any Attachments listed on H0593, and any written instructions issued by the Province subsequent to entering into this Agreement.
- 3) Every reference to the Province shall include the Minister, the Deputy Minister and any person designated by either of them to act on their respective behalf pursuant to this Agreement.
- 4) Every reference to the Contractor shall include the person, partnership, or company named as the Contractor in this Agreement and any person(s) designated or allowed by the Contractor to act on its behalf pursuant to this Agreement.
- 5) This Agreement shall be binding upon the Province and its assigns, and upon the Contractor and its successors and permitted assigns.
- 6) Every reference to the Work shall mean the Contractor's obligations to the Province under this Agreement, including but not limited to the Description of Works/Services.
- 7) Time is material and of the essence in this Agreement.
- 8) Title to and ownership of any material, supplies, property, or rights provided by the Province to the Contractor, or produced by the Contractor as a result of this Agreement, shall at all times remain with the Province.
- 9) Any notice or instruction required or permitted to be given under this Agreement shall be delivered by hand, fax, or prepaid courier to the addresses for the parties shown in this Agreement or at such other address as either party may from time to time designate by notice in writing to the other. Items delivered by courier shall be deemed to be received on the date of delivery.
- 10) The Province may vary the Work at any time, by providing the Contractor with written instructions in the form of An Amendment.
- 11) A waiver of any provision or breach by the Contractor of this Agreement shall be effective only if it is in writing and signed by the Province and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- e) ensure that all persons employed in connection with the provision of the Work are competent to perform their duties, adequately trained, fully instructed, supervised and shall be the employees of the Contractor and not of the Province;
- f) use material and supplies of the brand name, if any, specified in this Agreement or, where no brand name is specified, of the best quality available, and shall provide samples of materials and supplies to be used in performing the Work for approval upon the request of the Province;
- g) upon request of the Province, promptly and fully inform the Province of all Work done in connection with this Agreement and permit the Province at all reasonable times to inspect and review such Work, whether complete or otherwise;
- h) accept instructions from the Province with respect to the Work; however, the Contractor shall not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this Agreement;
- i) not assign this Agreement, nor subcontract any of its obligations under this Agreement without the prior written consent of the Province;
- j) at all times treat as confidential all documents and other information supplied to or obtained by the Contractor as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Province;
- k) indemnify and save harmless the Province, the Minister and their employees and agents, from and against any and all losses, claims, damages, fines, penalties, actions, causes of action, costs and expenses that the Province, the Minister and their employees and agents may sustain, incur, suffer or be put to at any time or times, whether before, during, or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, Director or subcontractor of the Contractor pursuant to this Agreement;
- l) maintain the work site free of waste materials and rubbish throughout the Term and leave the work site at the end of the Term in a safe, clean and sanitary condition;
- m) comply with all of its obligations, including those contained in any Attachments to this Agreement; and
- n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province and permit the Province to inspect or copy such documents at all reasonable times.

TERMINATION

- 12) 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 shall pay to the Contractor that portion of the amounts described in the Description of Prices(s)/Agreed Rate(s) or the Payment Schedule which is attributable to the portion of the Work completed to the satisfaction of Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under the 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 shall be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.
- 13) THE CONTRACTOR WILL:
 - a) be an independent contractor and not the servant, employee or agent of the Province;
 - b) obtain and supply all tools, equipment, supplies, labour, materials, licences, permits and approvals necessary to complete the Work, at its own expense, unless otherwise stated in this Agreement;
 - c) comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Work;
 - d) at all times maintain a standard of care, skill and diligence in performance of the Work which is normally exercised and observed by persons engaged in the provision of similar Work;
- 14) PAYMENT
 - a) 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;
 - b) The Contractor shall not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any party;
 - c) The Contractor shall invoice the Province in accordance with the Description of Price(s)/Agreed Rate(s) and other terms of this Agreement;
 - d) Acceptance of any invoice and subsequent payment for the Work, or any portion of the Work, is subject to the invoiced Work having been completed to the satisfaction of the Province;
 - e) The Province shall pay to the Contractor the Price(s)/Agreed Rate(s) stated in this Agreement. Payment shall become due and payable 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.
 - f) The Contractor shall accept payment as stated above as full and final compensation for all costs inclusive of taxes, fees and licences incurred in connection with performance of the Work; and
 - g) The Province shall pay applicable GST on any fees or expenses to the Contractor under the Agreement. The invoice submitted by the Contractor shall show the calculation of the amount of the applicable GST as a separate line item.



LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

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. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

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:

- 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.
- 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 Ministry Office specified in the contract.

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 including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than \$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE for bodily injury, death, and property damage arising from any one accident or occurrence. 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.

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.

EXCLUSIONS NOT PERMITTED

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.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

DEDUCTIBLES

A property damage deductible will be allowed up to \$5,000.00 for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

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.

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.

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 work has been completed, irrespective of the expiry date of the policy.

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. **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.
6. **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.
7. **NOTICE OF CANCELLATION, ETC.**
The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior 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 9T6.
8. **USE AND OCCUPANCY**
Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

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



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:	Brokers' Reference No.
	Award or Effective Date _____ (yyyy/mm/dd)

INSURED Name _____
 Business Address _____

BROKER Name _____
 Business Address _____

Type of Insurance	Company and Policy Number	Policy Dates Effective	yyyy/mm/dd Expiry	Limits of Liability / Amounts
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 those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

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.

**RISK REVIEW FOR
LOCAL MINOR WORKS****For use with LMWS Contracts that are works only**

➔ For assistance filling out this form, please use the Risk Review Tips and Tricks Form (H1127) located at:
<http://gww.th.gov.bc.ca/Forms/search.aspx> (search for form #H1127)

Contract ID Number 253LM2257Project Name Project 25813 - Sinclair Road**NON-PROFESSIONAL SERVICES ONLY (For Consulting Services Contracts Refer to H0056)**

WHAT IF?	COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED?	
Hazardous/Dangerous Activities	YES	NO
Are there any hazardous activities being performed during this project? Hazardous activities would include but not be limited to: blasting, pile driving, demolition work, caisson work, welding, shoring and underpinning and excavations in excess of 10-15 feet and flagging.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Some examples of activities that may present higher risks: <ul style="list-style-type: none"> • blasting near a gas line or a main hydro tower close to buildings • tree falling above highway right-of-way • rock scaling • flagging and/or construction in heavier traffic areas or busy intersections 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other		
Are there any other activities being performed that may be hazardous? If "YES" please describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WHAT IF?	COMMERCIAL GENERAL LIABILITY INSURANCE REQUIRED?	
Will the contractor be on someone else's property, be working close to public areas or in any way interacting with third parties or may via accident cause injury or damage to a third party? If YES, in what amount?(Refer to attached Limits Matrix) <input type="checkbox"/> Low \$2,000,000 <input type="checkbox"/> Med \$5,000,000 <input type="checkbox"/> High \$10,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WHAT IF?	AUTOMOBILE INSURANCE REQUIRED?	
Will the contractor be using a vehicle during the contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WHAT TO DO		
If the answer to any of the above is "YES", or if you have determined there are "OTHER" hazardous activities being performed, then: <ul style="list-style-type: none"> • indicate in the space provided on the contract the Insurance Specifications (INS-80 and H0111) to be attached, and • attach the Schedule to the contract and have initialed in the space provided. 		

Completed by Darren LincolnDate (yyyy/mm/dd) 2016/03/01

For more information, please consult the Insurance and Bonds manual at:
<http://gww.th.gov.bc.ca/gwwcm/Content/InsuranceAndBonds/InsuranceAndBondsMainPage.asp> OR
 contact the Insurance and Bonds Officer at (250) 356-9774.

Commercial General (Third-party) Liability Matrix

The following matrix is intended to provide a **guide** to select appropriate limits of liability insurance relative to the contract/risk involved. The matrix provides **SOME** examples for assistance but is not inclusive. Each time you prepare for a contract you should consider the risk exposures inherent in the work. If you are still uncertain, or suspect that the risk might warrant something else please contact InsuranceandBonds@gov.bc.ca.

Category	Limit
1 – Low Exposure – Low third-party exposure. <ul style="list-style-type: none"> ➢ IT contractors ➢ Works within contained worksites (ie Greenfield, gravel pits where works don't include loading or transport) 	\$2,000,000.00 ➢ Consultant work impact to public minimal (ie Engineering/ technical service contracts where the consultant provides professional advice in report form without visits to a construction site.) ➢ Legal surveyor/appraiser in remote area.
2 – Medium Exposure – Medium to high third-party exposure <ul style="list-style-type: none"> ➢ Line Painting / Pavement Marking ➢ Paving, grading, HIP, mill-n-fill in low to medium traffic areas ➢ Work utilizing excavators and or scrapers ➢ Bridge works (painting, paving, minor improvements or rehab) ➢ Rock Scaling or Slope Stabilization on closed road 	\$5,000,000.00 ➢ Blasting in remote/uninhabited areas and no traveling public and no railways ➢ Project supervision (consultants with frequent site visits) ➢ Consultants work significantly impacts public (event management, public consultation processes, traveling for work [both to work sites and out of city] etc.) ➢ Traffic Management (Flagging) in low traffic area ➢ Sealcoating side roads
3 – High Exposure – Significant third-party exposure. <ul style="list-style-type: none"> ➢ Bridge works (significant improvements / rehab) ➢ Sealcoating numbered & major roads ➢ Traffic Management (Flagging) in med-high traffic areas ➢ Rock Scaling or Slope Stabilization on road open to public 	\$10,000,000.00 ➢ New technology/untested products (warm asphalt, rubberized asphalt), ➢ Paving, grading, or mill-n-fill in high traffic area and/or when done at night , ➢ Drilling/blasting near structures, railways or utilities or in highly populated area,

Factors that may increase risk for third-party losses:

- Design constructability
- Proximity to railways
- Proximity to gas and oil lines
- For blasting and other subsurface operations - proximity to structures/homes/urban areas
- Time of day (night work may decrease traffic volumes BUT may reduce visibility and may encounter more drivers driving under the influence of alcohol.)
- Classification of road – arterial would likely be higher risk than secondary road.
- Geographical location rarely affects the limit of liability **unless there is minimal access by the public** - i.e. the same accident could cause the same court awards whether the occurrence happens in Victoria, Surrey, Masset or Dease Lake. It is the **frequency** that is likely to be higher in **larger traffic areas** because of the volume of vehicles. For example:
 - Paving a new road not open to the public is lower risk than paving an existing road open to the public. Paving a secondary road in Northern BC is likely to be lower risk than paving an arterial in the lower mainland **due to traffic volume**.

4 – Extreme – Unusual / unique operations <ul style="list-style-type: none"> ➢ Emergency Operations ➢ Potential significant environmental impacts ➢ Significant Marine Operations 	As directed by Corporate Insurance and Bonds Manager <ul style="list-style-type: none"> ➢ Each situation will need to be assessed independently.
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Tick Off Appropriate Box for Procurement Process and then Tick Off Appropriate Box for Trade Agreement Exclusion

PROCUREMENT PROCESS – LIST OF VALUES

- | Code | Description |
|------------------------------|---|
| <input type="checkbox"/> 100 | Open competitive process
An open competitive solicitation process (e.g. Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, other) has been used, normally by advertising opportunity on BC Bid. |
| <input type="checkbox"/> 200 | Direct Award – Public sector organization
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization – CPPM – 6.3.3(a)(1). |
| <input type="checkbox"/> 201 | Direct Award – Sole source
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity – CPPM 6.3.3(a)(1). |
| <input type="checkbox"/> 202 | Direct Award – Emergency
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process – CPPM 6.3.3(a)(1). |
| <input type="checkbox"/> 203 | Direct Award – Security, order, etc.
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health – CPPM 6.3.3(a)(1). |
| <input type="checkbox"/> 204 | Direct Award – Confidentiality
Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest – CPPM 6.3.3(a)(1). |
| <input type="checkbox"/> 205 | Direct Award – Notice of Intent (No substantiated objections)
When a contract for goods valued at \$10,000 or more, or a contract for services or construction valued at \$50,000 or more, is intended to be directly awarded on the basis that there is only one vendor that can provide the services or goods required, but this cannot be strictly proven, a Notice of Intent must be posted on BC Bid – CPPM 6.3.2(b)(5) (Goods) and CPPM 6.3.2(c)(7) (Services). |
| <input type="checkbox"/> 206 | Direct Award – Permitted under another corporate policy or legislation
Use this code where the Direct Award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies. |
| <input type="checkbox"/> 207 | Direct Award – Services and Construction Under \$25,000
Any service or construction opportunity, or supply arrangement for the supply of services or construction, with an estimated value of less than \$25,000, should be competed to the extent reasonable and cost effective – CPPM 6.3.2(c)(6). (Note: Do not use this code if one of the exceptions in CPPM 6.3.3(a) apply, in that case use one of codes 200 to 204, whichever applies). |
| <input type="checkbox"/> 208 | Direct Award – Shared Cost Arrangement (Financial Assistance)
A Shared Cost Arrangement (STOB 80 agreement) may be directly awarded where financial assistance is provided to a specialized target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian of that individual under a community/social service program) – CPPM 21.3.6 and CPPM 6.3.3(a)(3). |
| <input type="checkbox"/> 209 | Direct Award – Shared Cost Arrangement
A Shared Cost Arrangement (STOB 80 or agreement) may be directly awarded where a competitive selection is not appropriate – CPPM 21.3.6 and CPPM 6.3.3(a)(3). |
| <input type="checkbox"/> 300 | Competitive process among selected vendors (Construction and Services under \$75,000)
A competitive solicitation process among a limited list of vendors and not advertised on BC Bid. (i.e. solicitation of three or more vendors) – CPPM 6.3.2(c)(5). If vendors are on a pre-qualification list, use 401. |
| <input type="checkbox"/> 400 | Selected vendor from pre-qualification list (RISP<\$75,000)
Select this code for a contract that is issued to a vendor on a ...cont'd. |

PROCUREMENT PROCESS – LIST OF VALUES Cont'd.

- | Code | Description |
|---|---|
| <input checked="" type="checkbox"/> 400 | Cont'd. pre-qualification list without undertaking a competitive process.
The process followed must be consistent with the rules set out in the original request for qualifications. (RISP<\$75,000) |
| <input type="checkbox"/> 401 | Competition among vendors on a pre-qualification list (RISP \$75,000 - \$1,000,000)
A competitive solicitation process among a limited list of vendors selected from a pre-qualification list. Select this code if a competitive solicitation process is conducted among a limited list of vendors selected from a pre-qualification list. The process followed to select vendors must be consistent with the rules set out in the original request for qualifications. |
| <input type="checkbox"/> 500 | Purchase from a Corporate Supply Arrangement (CSA)
A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified under the following reference CPPM 6.3.2(a)(1). |
| <input type="checkbox"/> 600 | Other purchase process
Use for purchasing processes such as ministerial appointments. Use this code only if no other code applies. |
| <input type="checkbox"/> 601 | Continuing Service Agreements
Use for Continuing Service Agreements and for the component schedules created pursuant to Continuing Service Agreements. A Continuing Service Agreement is a specific and rarely used form of contract identified in CPPM 6.3.2(d), that is only to be used in one of the community health and social service areas – CPPM 6.3.2(d) |
| <input type="checkbox"/> 602 | Other – Shared Cost Arrangement
Use for grants and entitlements only. |

TRADE AGREEMENT EXCLUSION – LIST OF VALUES

- | Code | Description |
|---|--|
| <input type="checkbox"/> 100 | Purchase subject to Agreement on Internal Trade (AIT)
The purchase is over the trade agreement (AIT) threshold for national advertising (\$25K for goods, \$100K for services, \$100K for construction) and is not excluded or exempted under any other category below. |
| <input checked="" type="checkbox"/> 200 | Purchase below applicable AIT thresholds
The purchase is under the trade agreement thresholds (\$25K for goods, \$100K for services and \$100K for construction). |
| <input type="checkbox"/> 300 | Purchase of an exempted commodity/service
The purchase is for goods, services or construction that is exempted from coverage of AIT or to which AIT does not apply by virtue of its specific reference in AIT (e.g. health and social services, grants and entitlements, ministerial appointments). Note: the only policy exceptions to the requirement to conduct fair, open, competitive solicitation processes are those permitted under the following reference – CPPM 6.3.3(a). |
| <input type="checkbox"/> 400 | Excluded - Emergency
A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement. |
| <input type="checkbox"/> 500 | Excluded - Security, order, etc.
A purchase where compliance with the open tendering provisions set out in AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health. |
| <input type="checkbox"/> 600 | Excluded - Product compatibility/exclusive rights
A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative. |
| <input type="checkbox"/> 700 | Excluded - Procurement of prototype
The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases. |
| <input type="checkbox"/> 800 | Excluded - Regional/Economic development
A purchase which, under exceptional circumstances, may be excluded by the Province from the application of the AIT provisions for regional and economic development. |
| <input type="checkbox"/> 900 | Excluded - RISP program (MOT)
The Ministry of Transportation and Infrastructure's specific exclusion for its RISP program for hiring engineers. |

Page 16 to/à Page 17

Withheld pursuant to/removed as

s.3

**Assessment Department Location****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Ministry of Ministry and Transportation
342 - 447 Columbia Street
KAMLOOPS, BC V2C 2T3

March 11, 2016

Person/Business : R GRIFFITH LAND SURVEYING INC
GRIFFITH SURVEYS
450648 AA(064)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **April 01, 2016**.

This firm has had continuous coverage with us since July 01, 1991.

Employer Service Centre
Assessment Department

Clearance Reference # : C128830273
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

Page 19

Withheld pursuant to/removed as

s.22;s.21

way of the Vancouver Victoria and Eastern Railway and Navigation Company, as shown on Plan With Fee Deposited 88225F; and Parcel A (Ref. Plan 15997); and Parcel D (Exp. Plan 2515), District Lot 437, Group 2 (except Parcel 1 (Ref. Plan 8648)); all NWD, as shown outlined in red on a plan together with portions of unconstructed road allowance gazetted March 11, 1882 and from bylaw published December 27, 1890, as shown emphasized in yellow recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., under "Road Surveys 8722" (being a copy of Ministry of Transportation and Highways Drawing 8361-SK-84), are hereby established as public highway.

ALEX. V. FRASER
Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., September 29, 1983.
File 14-20-44/342893 oc6—8678

CARIBOO ELECTORAL DISTRICT

138077
Establishing Right of Way for
Fox Mountain Road 381
NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Lot 1, District Lot 8815, Cariboo District, Plan 24527, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 42253 (being a copy of Highway District Plan 47-381-8), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

COMOX ELECTORAL DISTRICT

Establishing Right of Way for Headquarters Road, Vicinity of Headquarters
NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Lot 198, Comox District, except Parcel A (DD 18966N), as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 62113 (being a copy of Highway District Plan 64-10-14 (64.375)), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

COLUMBIA RIVER ELECTORAL DISTRICT

526305
Establishing Right of Way for
Nabel Road 364

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Legal Subdivision 5 (except Plan 1155), Section 6, Township 24, Range 18, W5M, Kootenay District, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 61759 (being a copy of District Plan 25-308), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

COMOX ELECTORAL DISTRICT

111088
M
Establishing Right of Way for Island Highway 19, Vicinity of Courtenay

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Parcel F (DD 146N) of Section 24, Comox District, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 62055 (being a copy of Highway District Plan 64-196-7-83), is hereby established as public highway.

ALEX. V. FRASER
Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

NELSON-CRESTON ELECTORAL DISTRICT

526303
Establishing Right of Way for
Abbey Road 404

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of the west half of the southwest quarter of the northwest quarter, Section 8, District Lot 812, Plan 730, Kootenay District, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 61747 (being a copy of Highways District Plan 4-501), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

KOOTENAY ELECTORAL DISTRICT

526360
Establishing Right of Way for
Joinson Road 318

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Lot 26, District Lot 5238, Kootenay District, Plan 1280, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 61758 (being a copy of District Plan 22-142), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

KOOTENAY ELECTORAL DISTRICT

526365
Establishing Right of Way for
Joinson Road 318

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Block 25, District Lot 5238, Kootenay District, Plan 1280, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 61761 (being a copy of District Plan 22-142), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8686

OKANAGAN SOUTH ELECTORAL DISTRICT

169916
Establishing Right of Way for Okanagan Highway, Gorman's Mill to Indian Reserve 9

NOTICE is given, pursuant to section 6 of the Highway Act, that all that part of Lot 2, District Lot 3188, ODYD, Plan 23537 (except Plans 31219 and 33513), as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., on File P/N 53182 (being a copy of Highway Design and Surveys Branch Drawing R2-98-03), is hereby established as public highway.

A. E. RHODES
for Minister of Transportation and Highways
Ministry of Transportation and Highways,
Parliament Buildings,
Victoria, B.C., October 6, 1983.
oc6—8687

D.D. 609051

PLAN

730

SECTION 4 ROAD	0.167 ha
R/W REQUIRED	0.229 ha
TOTAL R/W	0.396 ha

61797 AREA 7.99 ha.
61748
EXCEL H&B

FESWER ROAD

PLAN 6092

PLAN 13304

PLAN 13047

PLAN 910

0. DEPT.
PLAN 4-466

ESTABLISHED BY NOTICE
IN BC GAZETTE *DIN 61717*
DE. NO. *526305*
DATE *3 3 76 OK*
R/W PLAN

NELSON CRESTION ELECTORAL DISTRICT

Establishing Right of Way for
Abbey Road No. 404
NOTICE is hereby given that pursuant to section 8 of the Highway Act, the right of way of the west half of the south-west quarter of the north-west quarter of Section 8, Plan 730, Nelson Crestion Electoral District, as shown on the plan attached to this notice, is hereby established in the Province of British Columbia. The right of way is shown in red on a plan recorded in the Provincial Gazette, Vol. 10, No. 10, at page 4117, dated 10th day of February, 1976, and is hereby established as public high way.

A. E. BRADY
per Minister of Transportation
and Highways
Ministry of Transportation
and Highways
Victoria B.C. October 6, 1976
NS-8860

MINISTRY OF TRANSPORTATION AND HIGHWAYS
Nelson - Crestion Electoral District
Abbey Road No. 404
PLAN SHOWING RIGHT-OF-WAY REQUIRED THROUGH PART OF SECTION 8, PLAN 730, D.L. 912, K.D.
83 5 10

4-501A

EPP70240 – SINCLAIR ROAD

Book of Reference		
	Legal Description	Area
†	Part of W 1/2 of SW 1/4 of NW 1/4 of Section 8 D. L. 812, Kootenay District, Plan 730	4022 sq. m.
†	Part of Lot 1, D. L. 812, Kootenay District, Plan 810	507.4 sq. m.
†	Part of Lot 2, D. L. 812, Kootenay District, Plan 810	507.4 sq. m.
†	Part of Lot 3, D. L. 812, Kootenay District, Plan 810	507.4 sq. m.
†	Part of Lot 4, D. L. 812, Kootenay District, Plan 810	509.5 sq. m.
†	Part of Lot 5, D. L. 812, Kootenay District, Plan 810	888.9 sq. m.
†	Part of Lot 6, D. L. 812, Kootenay District, Plan 810	1248 sq. m.
†	Part of Lot 7, D. L. 812, Kootenay District, Plan 810	1319 sq. m.
†	Part of Lot 8, D. L. 812, Kootenay District, Plan 810	1319 sq. m.
†	Part of Lot 9, D. L. 812, Kootenay District, Plan 810	1319 sq. m.
†	Part of Lot 10, D. L. 812, Kootenay District, Plan 810	898.7 sq. m.
†	Part of Parcel 1 (Plan 1973i), D. L. 1271A, Kootenay District	3088 sq. m.
†	Part of Rem. of D. L. 1271A, Kootenay District	6707 sq. m.

61747
 } 60046
 60052
 60050
 60049
 60047
 60047
 60047
 } 60469
 60051
 60051

**NELSON-CRESTON ELECTORAL
DISTRICT**

Establishing Right of Way for Abbey
Road 404 and Canyon Porthill Road
50

NOTICE is given, pursuant to section
6 of the Highway Act, that all those
portions of Lots 1 to 10 (incl.), Plan 810,
District Lot 312; District Lot 1271a (ex-
cept Parcel 1 (Sketch Plan 1973-I), Parcel
2 (Exp. Plan 11267-I) and Plan 4395);
Parcel 1 (Plan 1973-I), District Lot 1271a;
Parcel 2 (D.D. 19376-A); Lot 2, Plan 7135;
Block 3, Plan 2058; all District Lot 1270;
all Kootenay District as shown outlined
in red on a plan recorded in the Pro-
vincial Ministry of Transportation and
Highways, Victoria, B.C., under "Road
Surveys 6692" (being a copy of Highway
District Plan 4-466), are hereby estab-
lished as public highway.

ALEX. V. FRASER
Minister of Transportation
and Highways

Ministry of Transportation
and Highways
Parliament Buildings
Victoria, B.C., August 21, 1980.
File 39-20-00/341341

MINISTRY OF TRANSPORTATION AND HIGHWAYS

THE SCHEDULE P20317

Electoral: Nelson-Creston

File: 39-20-00

Project: Abbey Road 404 & Canyon
Porthill Rd. 50

HIGHWAY EXPROPRIATION NOTICE

British Columbia.

the following lands have been acquired by the Queen in right of the

Province, pursuant to the Highway Act
and to a notice published in *The British Columbia Gazette* dated September 11, 1980
page 1458, as shown outlined in red on the attached sketch (or plan).

Description: Those portions of: (in Kootenay District)

Lot 1, Plan 810, D.L. 812	K-660.	0.051 ha.
Lot 2, " " " "	K-660.	0.051 ha.
Lot 3, " " " "	174116-I.	0.051 ha.
Lot 4, " " " "	134660-I.	0.053 ha.
Lot 5, " " " "	L-12019.	0.089 ha.
Lot 6, " " " "	P-5824.	0.125 ha.
Lot 7, " " " "	158936-I.	0.132 ha.
Lot 8, " " " "	"	0.132 ha.
Lot 9, " " " "	"	0.132 ha.
Lot 10, " " " "	"	0.090 ha.
D.L. 1271A (except Pcl. 1 (Sketch Plan 1973-I), Pcl. 2 (Exp. Plan 11267-I) and Plan 4395)		
Pcl. 1 (Plan 1973-I), D.L. 1271-A	181119-I.	0.676 ha.
Pcl. 2 (D.D. 19376-A), D.L. 1270	136722-I.	0.307 ha.
Lot 2, Plan 7135, D.L. 1270	153274-I.	0.357 ha.
Blk. 3, Plan 2058, D.L. 1270	175194-I.	0.114 ha.
	190606-I.	0.041 ha.

Dated at Victoria, B.C., this 15 day of September, 1980

[Signature]
Director of Property Services,
For Minister

The noting of this notice on the appropriate certificate of title does not imply that
the land described in such certificate is affected only by the highway described herein.

NELSON-CRESTON ELECTORAL

P20917 DISTRICT

**Establishing Right of Way for Abbey
Road 404 and Canyon Porthill Road
50**

NOTICE is given, pursuant to section 6 of the *Highway Act*, that all those portions of Lots 1 to 10 (incl.), Plan 810, District Lot 812; District Lot 1271A (except Parcel 1 (Sketch Plan 19731), Parcel 2 (Exp. Plan 112671) and Plan 4395); Parcel 1 (Plan 19731), District Lot 1271A; Parcel 2 (DD 19376A); Lot 2, Plan 7135; Block 3, Plan 2058; all District Lot 1270; all Kootenay District, as shown outlined in red on a plan recorded in the Provincial Ministry of Transportation and Highways, Victoria, B.C., under "Road Surveys 6692" (being a copy of Highway District Plan 4466), are hereby established as public highway.

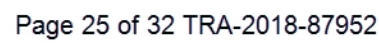
ALEX. V. FRASER
*Minister of Transportation
and Highways*

*Ministry of Transportation
and Highways,
Parliament Buildings,*

Victoria, B.C., August 21, 1980.

File 39-20-00/341361

sell—4089



Luis **Deborah E TRAN:EX**

From: Bob - Surveys <bob@griffithsurveys.com>
Sent: Friday, March 25, 2016 8:37 AM
To: Luison, Deborah E TRAN:EX
Subject: Roads

Hi, Deb,

I hope your weekend was (is) a good one!

I did find a couple of gazette notices.

For Sinclair Road (formerly Abbey Road), I found gazette notices dated 09/11/1980 and 10/03/1983. I think Plan 4-466 was 09/11/1980.

For Duck Lake Road, I did find a gazette notice dated 05/26/1970.

I am not sure if that is any help - you probably have a better faster system than that.

Bob Griffith, BCLS

Griffith Surveys

R. Griffith Land Surveying Inc.

Bob@GriffithSurveys.com

(250) 428 - 5810

From: Bob - Surveys <bob@griffithsurveys.com>
Sent: Thursday, March 24, 2016 6:08 PM
To: Luison, Deborah E TRAN:EX
Subject: Duck Lake Road and Sinclair Road
Attachments: BrkHwys_DuckLakeRd.pdf; DuckCreekRoad.pdf; BrkHwys_SinclairRd.pdf; SinclairRd_N.pdf; SinclairRd_S.pdf; District Plan 4-466.pdf

Hi, Deb,

RE: Duck Lake Road and Sinclair Road.

Thanks for your time today.

I have looked at both of the above projects.

Duck Lake Road: From Lower Wynndel Road to Channel Road, Wynndel, BC.

This portion of Duck Lake Road is covered by Hwys Dist. Plan 4-432. Some of the road has been dedicated, but most has not. This section is within D.L. 9552, 13566, 14357, and 15150, Kootenay District. We have been doing some work adjacent to this, and have done SRW plans for FortisBC closer to Channel Road. My estimated cost for the plan and survey is \$15,737.60, including G.S.T.

Sinclair Road: From 7th Street to 14th Street, Lister, BC.

This portion of Sinclair Road is covered by Hwys Dist Plan 4-466 and 4-501. (There may be another portion from 4th Street to 7th Street - I don't have the Dist Plan number. It should be included if possible.) This section is in D.L. 812, 1270, and 1271A, Kootenay District. The Easterly side of the two District plans have been covered by subdivision plans, and the Westerly side has had very little work done. My estimated cost for the survey and plan is \$14,344.05, including G.S.T.

Had there been time, I did find a few more parts of Highway 3A that have been gazetted, along with some in the close Creston vicinity.

I have attached a cost estimate for the above, along with some PDF's showing the immediate area.

I do have a paper print of Hwys Dist Plan 4-432, but not 4-501.

Let me know if you need anything different.

Bob Griffith, BCLS

Griffith Surveys

R. Griffith Land Surveying Inc.

Bob@GriffithSurveys.com

(250) 428 - 5810

Personnel/Equipment	Time		Rate		Total
B. C. Land Surveyor	2.5	hours	\$150.00	per hour	\$ 375.00
Field Technician	36	hours	110.00	per hour	3,960.00
Chainman	36	hours	51.00	per hour	1,836.00
Computer	14	hours	110.00	per hour	1,540.00
Draftsman - Senior	19	hours	110.00	per hour	2,090.00
Total Station	12	hours	35.00	per hour	420.00
GNSS (GPS equipment)	32	hours	44.00	per hour	1,408.00
Truck	36	hours	35.00	per hour	1,260.00
Concrete Posts	2		95.00	each	190.00
Capped Posts	2		18.50	each	37.00
Standard Iron Posts	20		10.00	each	200.00
Metal Guard Stakes	4		20.00	each	80.00
Wood Guard Stakes	20		10.00	each	200.00
Wood stakes	0		1.50	each	-
Electronic Checklist Project fee	1		65.00	each	65.00
Total Survey Fee					\$ 13,661.00
G.S.T.					683.05
Total Amount Payable					\$ 14,344.05

Sinclair Road at 16th St.

Legend

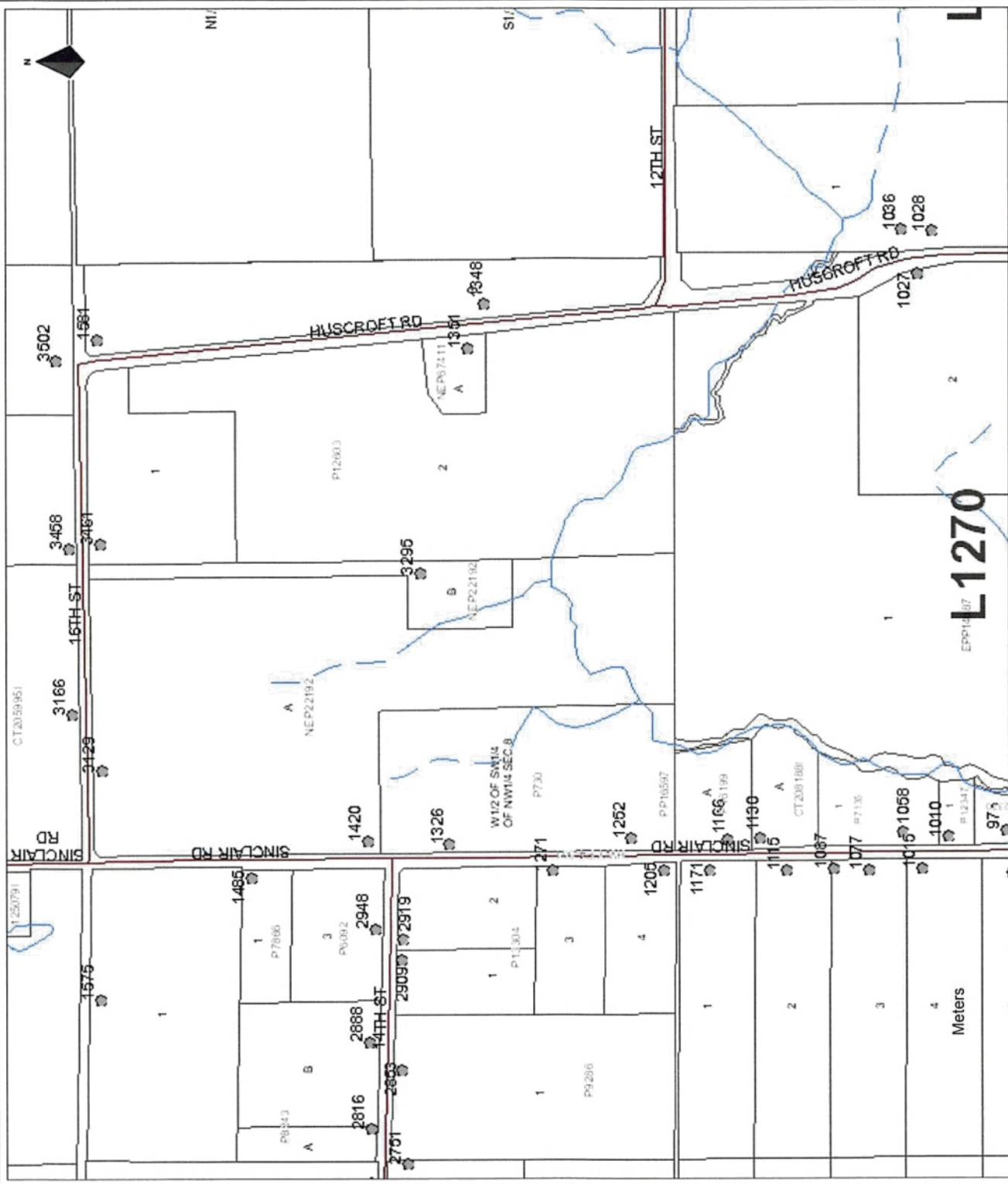
- Civic Address
- Address Range
- Streams
- Cadastre / Property Lines
- Lakes (Mid Scale)
- Electoral Boundaries (Large Scale)

Notes

Map Details



202 Lakeside Drive
Nelson, BC
1-800-268-7325
<http://www.rdc.ca>



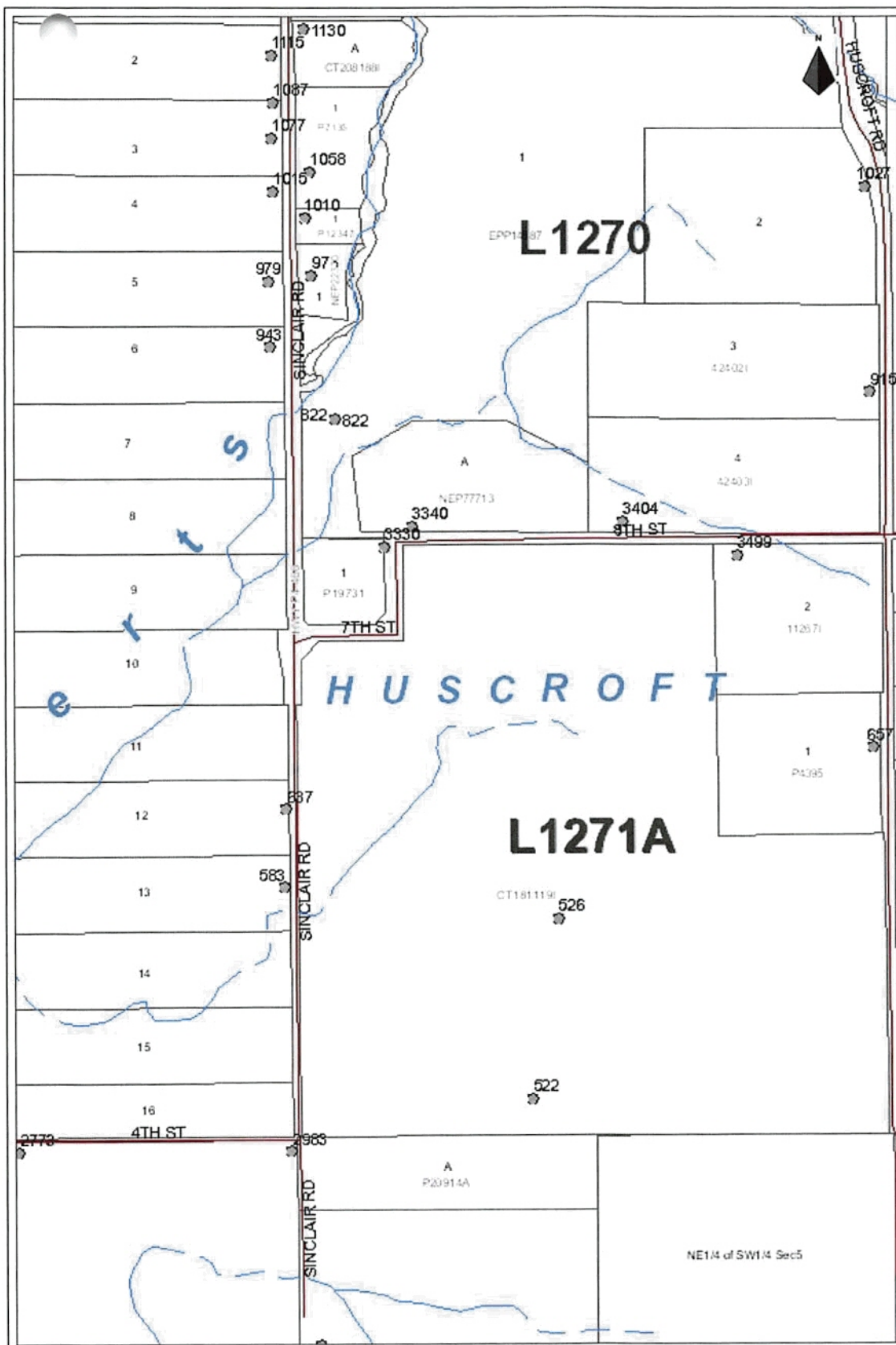
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Plotted: 3/24/2016

10cm

750.00 m

1 : 7,500.00



Sinclair Road at 4th St.

Legend

- Civic Address
- Address Range
- Streams
- Cadastre / Property Li
- Lakes (Mid Scale)
- Electoral Boundaries (

Notes

Date Plotted: 3/24/2016



202 Lakeside Drive
Nelson, BC
1-800-268-7325
<http://www.rdck.ca>

0 750.00 Meters 10cm
1 : 7,500.00

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