



## BRIEFING NOTE FOR DECISION

**DATE:** June 7, 2019

**PREPARED FOR:** Grant Main, Deputy Minister of Transportation and Infrastructure

**ISSUE:** Request for approval to award RFP #085CS0031 Broadway Subway Project Systems Management Consulting Services to Westco Consulting Inc.

### RECOMMENDED OPTION:

- Award the contract to Westco Consulting Inc. (Westco) to ensure the Broadway Subway Project (BSP) has systems management expertise to direct all of the systems activities.

### BACKGROUND:

- The Province of BC entered into an assignment and assumption agreement with South Coast British Columbia Transportation Authority (TransLink) on December 10, 2018 to transfer 15 contracts to the Province in support of the BSP.
- TransLink assigned these contracts to MoTI to maintain the project schedule through the procurement phase.
- System Management consulting was covered under the Stantec Consulting owner's engineer contract that was transferred from TransLink.
- TI Corp/MoTI made the decision to start the procurement process in the spring of 2019 for the technical expertise. On April 4, 2019, MoTI issued an RFP, through BC Bid, to procure systems management expertise. The scope of work entails the successful vendor providing subway systems management services to support the future procurement and implementation phases of the BSP.
- The requirements of the RFP broke the BSP down into five phases:
  - Procurement Phase (2019-2020)
  - Implementation Support and Design Review (2020-2022)
  - Construction (2022 – 2024)
  - Testing and Commissioning (2024-2025)
  - Post-substantial Completion/Demonstration (2026-2027)
- The RFP evaluation criteria included: Corporate Capabilities (15%), Key Personnel (45%), Approach (20%) and Pricing (20%).
- The RFP closed on April 30, 2019 and the Ministry received proposals from two vendors.

### DISCUSSION:

The Evaluation Team, consisting of representation from Partnerships BC and MoTI individually reviewed the 2 compliant proposals and then met as a group to establish consensus.

#### Summary of Evaluation:

		S.17	Westco
Corporate Capabilities	15%		S.17
5.2.1 Key Personnel	45%		
Section 5.3 Approach	20%		
SUBTOTAL	80%		
Section 5.4 – Pricing	20%		
	100%		



- The Westco submission was strong on technical knowledge, showing evidence of existing system elements applicable to the BSP through reference projects (including projects in Vancouver) and involvement of team members on those relevant projects.
- Westco provided clear evidence of understanding the requirements and deliverables to be provided through the five phases.
- For each phase, key activities and deliverables have been identified and will form part of the contract (works/services schedule). In addition, Westco will be required to develop an integration work plan, including the necessary resources, schedules, and detailed budgets for each phase to better support the Project Team.
- The contract is valued at \$11.856M over eight years:
  - Procurement Phase (2019-2020) <sup>s.17</sup>
  - Implementation Support and Design Review (2020-2022) <sup>s.17</sup>
  - Construction (2022-2024) <sup>s.17</sup>
  - Testing and Commissioning (2024-2025) <sup>s.17</sup>
  - Post-substantial Completion/Demonstration (2026-2027) <sup>s.17</sup>
  - Travel and Licensings <sup>s.17</sup>
- The contract is "as and when" required basis and does not guarantee a minimum number of hours.
- The contract includes standard termination language (ten days prior written notice).

#### **OPTIONS:**

##### **OPTION 1: Award the contract**

The evaluation team recommends that TI Corp/MoTI award a contract up to \$11.856M over eight years (June 2019- December 2027).

##### **Pros:**

- Provides systems management expertise and strategic advice to ensure the successful delivery of the BSP.
- This contract is accommodated within the BSP budget.
- Conforms with standard procurement policy.
- Provides the Project Team with insight into all aspects of this contract.

##### **OPTION 2: Do not award the contract**

##### **Cons:**

- Systems management expertise does not exist within TI Corp/MoTI and this expertise is critical to the successful delivery of the BSP.
- If a separate contract is not awarded, systems management expertise will have to be included in the owner's engineer's contract, which will include additional overhead costs.

#### **FINANCIAL IMPLICATIONS:**

- Option 1 – Contract Award: up to \$11.856M over eight years (June 2019- December 2027). This contract is accommodated within the project budget.



Ministry of  
Transportation  
and Infrastructure

# **RECOMMENDATION:**

- Award the contract to Westco

**APPROVED / NOT APPROVED**

  
Grant Main

Deputy Minister of Transportation and Infrastructure

June 25/19  
Date

Attachments: Request for Consulting Service Contract

## **PREPARED BY:**

Cathy Stock, Project Controls Manager  
BSP, Major Projects  
(250) 516-3598

## **REVIEWED BY:**

Lisa Gow,  
Executive Project Director, BSP

Dave Stewart,  
Executive Director, Finance Major Projects  
CFO, TI Corp

Amanda Farrell,  
CEO TI Corp

Kevin Volk,  
ADM, Major Projects, Infrastructure and Properties  
Department

## **INITIALS**

LG

DS

AF

KV



# REQUEST FOR CONSULTING SERVICES CONTRACT

To	Headquarters or Regional Contract Administration <b>Broadway Subway Project</b>		Date (yyyy/mm/dd) <b>2019 06 03</b>
	Address (Street Number, City, Province, Postal Code) <b>1100-401 West Georgia, Vancouver, BC V6B 5A1</b>		
From	Requestor (Print Name) <b>Cathy Stock, Project Controls Manager</b>	Qualified Receiver (Print Name) <b>Lisa Gow</b>	Phone Number <b>250-516-3598</b>
	Branch, Region, District Name <b>Broadway Subway Project</b>		Contact Responsibility Centre Number <b>55085</b>
File Number	Contact Contract Identification Number (Contract Administration Use Only) <b>085 C S 0031</b>		RISP Selection Number
Contractor	Business Name <b>Westco Consulting Inc.</b>		Phone Number <b>604-551-3898</b>
	Contact Name <b>Alan Sullivan</b>	Email Address <b>alan.sullivan@westcoconsulting.com</b>	Facsimile Number
	Business Address (Street Number, City, Province, Postal Code) <b>8281 Government Road, Burnaby, British Columbia V5A 2E4</b>		

Method of Selection: ☐ RISP RFP (attach RISP Selection Report) ☐ Selective Invitation ☒ BC Bid RFP ☐ ITQ ☐ Direct Award (attach explanation)

Procurement Process and Trade Agreement (AIT / TILMA) Exclusion (mandatory): ☐ Check the Appropriate Boxes on Page 2.

Category Type: ☒ BN.BN02 – Consulting Services Solicitation Number in BC Bid: **RFP 085CS0031**

Short Description: **Broadway Subway Project - Systems Management Consultant**

Commencement Date (yyyy/mm/dd): **2019 06 10** Completion Date (yyyy/mm/dd): **2027 12 31**

1. Email Word Documents (Mandatory): <input checked="" type="checkbox"/> Works/Services Schedule (H0461A); <input checked="" type="checkbox"/> Payment Schedule (H0461B); <input checked="" type="checkbox"/> Risk Review Form (H0056); and <input checked="" type="checkbox"/> Cost Benefit Justification Form H1200 (contracts > \$100k)		
2. Please indicate which of the following forms are to be attached by the Contract Administration Section:		
2a) Schedule of Reimbursable Expenses: <input type="checkbox"/> No <input type="checkbox"/> Regular Group I (H0461c) <input checked="" type="checkbox"/> Management Group II (H0461c-1)	2b) Special Conditions: <input type="checkbox"/> No <input checked="" type="checkbox"/> Engineering Assignments (H0461d) <input type="checkbox"/> Information Systems (H0461d-1)	2c) Insurance (H0111): <input type="checkbox"/> No <input type="checkbox"/> INSURANCE SPECIFICATIONS (INS-80) Commercial General Liability (Item 3) <input type="checkbox"/> \$2,000,000; <input type="checkbox"/> \$5,000,000; <input type="checkbox"/> \$10,000,000 <input checked="" type="checkbox"/> INSURANCE SPECIFICATIONS PROFESSIONAL (INS-132) Commercial General Liability (Item 3) <input checked="" type="checkbox"/> \$2,000,000; <input type="checkbox"/> \$5,000,000; <input type="checkbox"/> \$10,000,000 Professional Liability Limits (Item 5) <input type="checkbox"/> \$250,000; <input type="checkbox"/> \$500,000; <input checked="" type="checkbox"/> \$1,000,000
2d) Privacy Protection (does your contract collect personal information?) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Schedule E – Privacy Protection Schedule (PPS) (if yes, Contractor must take the privacy training course <a href="https://order.openschool.bc.ca/Product/Detail/ps_7540006302">https://order.openschool.bc.ca/Product/Detail/ps_7540006302</a> )		
2e) Schedule G – Security Schedule <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Schedule G – Security Schedule (H1278) Does your contract contain "Sensitive Information" in Appendix G6 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Appendix G6 – Sensitive Information (H1278-1)		2f) Prime Contractor Schedule Is field work required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Prime Contractor Schedule (H1322)

3. For Contract Admin. Offices Only: ☐ Legal Entity/Register of Companies/Licensed to do Business; and ☐ WCB Registration

Contract Total	Fiscal Year 19/20	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year 22/23	Fiscal Year 23/24
<b>\$11,855,678.00</b>	Total <b>\$1,500,000</b>	Total <b>\$1,500,000</b>	Total <b>\$1,500,000</b>	Total <b>\$1,500,000</b>	Total <b>\$1,500,000</b>
Orca PO Coding	Responsibility <b>55085</b>	Service Line <b>64555</b>	STOB <b>6001</b>	Project <b>5508500</b>	Total \$
Orca PO Coding	Responsibility	Service Line	STOB	Project	Total \$
CPS PO Coding	(Info 1) – CFS – Product	Business Function	(Info 2) – Work Activity	(Info 3) – Cost Type	_____

Approval to Award	(Expense Authority Signature) 	Print Name: <b>Dave Stewart</b>	
	(Signature of A.D.M., C.O.O. or D.M. where required) 	Print Title: <b>ED, Finance - Major Projects</b> Date:	
		Print Name: <b>Grant Main</b>	
		Print Title: <b>Deputy Minister of Transportation and Infrastructure</b> Date: <b>6/27/19</b>	



## BRIEFING NOTE FOR INFORMATION/APPROVAL

DATE: June 11, 2019

PREPARED FOR: Grant Main, Deputy Minister of Transportation and Infrastructure

ISSUE: Request for approval to amend Stantec Consulting Ltd. (Owner's Engineer) consulting services contract for the Broadway Subway Project (BSP).

### SUMMARY:

- The Province of BC entered into an assignment and assumption agreement with South Coast British Columbia Transportation Authority (TransLink) on December 10, 2018 to transfer 15 contracts to the Province in support of the BSP.
- The Stantec Consulting Ltd contract was transferred with a value of \$3,222,967.81.
- Approval to amend contract to increase value to \$7,133,487.81, to complete the procurement phase. ?

### BACKGROUND:

- TransLink tendered an RFQ on BC Bid.
- The RFP includes reference to future phases of the project and the ability for Translink to direct award:
  - 2.11 TransLink reserves the right in its sole discretion to **direct award** to the selected Contractor planning and engineering advisory services representing the interest of the owner on future phases of the project.
- TransLink awarded the contract to Stantec Consulting Ltd in June 2018.
- The contract was for \$7,379,614.00 and covered all of the Owner's Engineer Technical Services for the BSP.
- During the period June – November 2018, Stantec went through \$4,156,539.03
- TransLink assigned the Stantec Consulting Ltd. contract to MoTI to maintain the project schedule through the procurement phase (the value at assignment was \$3,222,967.81). It was anticipated there would be a need to add additional dollars to the contract in order to complete the procurement phase.
- When the contract was assigned, MoTI issued a new Ministry contract number and used amendment one to:
  - Transfer the contract with a remaining value of \$3,222,967.81;
  - Replace TransLink's insurance requirements with MoTI requirements; and
  - Change invoice instructions to MoTI name and address.
- The contract will be retendered for the implementation/construction phase of the BSP.

### DISCUSSION:

- Approval for amendment two provides for:
  - Extend Contract Term end from June 30, 2019 to May 31, 2020;
  - Identify Ministry deliverables and costs, as per the breakdown below:



Ministry of  
Transportation  
and Infrastructure

Project Management	\$	S.17;s.21
Alignment (Elevated Guideway, Trackwork)	\$	
Utilities	\$	
Traffic and Roads	\$	
Property	\$	
Environmental	\$	
Geotechnical	\$	
Tunnel and Structures	\$	
Architect	\$	
Station Mechanical/Electrical/Structural	\$	
Fire and Life Safety	\$	

- o Increase the contract by \$3,910,520.00 to a total of \$7,133,487.81;
- o Add Ministry Interim Performance Monitoring Form;
- o Add Schedule E Privacy Protection Schedule; and
- o Change travel reimbursements to meet Ministry standards.

#### FINANCIAL IMPLICATIONS:

- Increase the contract by \$3,910,520.00 to a total of \$7,133,487.81
- This contract is accommodated within the BSP budget.

#### APPROVAL TO AMEND CONTRACT

  
Grant Main  
Deputy Minister of Transportation and Infrastructure

  
Date

Attachments: Request for Amendment to Consulting Service Contract

#### PREPARED BY:

Cathy Stock, Project Controls Manager  
BSP, Major Projects  
(250) 516-3598

#### REVIEWED BY:

Lisa Gow,  
Executive Project Director, BSP

Dave Stewart,  
Executive Director, Finance Major Projects  
CFO, TI Corp

Amanda Farrell,  
CEO TI Corp

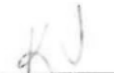
Kevin Volk,  
ADM, Major Projects, Infrastructure and Properties  
Department

#### INITIALS









REQUEST FOR AMENDMENT TO  
CONSULTING SERVICES CONTRACT

To	Headquarters or Regional Contract Administration		Date (yyyy/mm/dd)
	Broadway Subway Project		2019 06 07
	Address (Street Number, City, Province, Postal Code) 1100-401 West Georgia, Vancouver, BC V6B 5A1		
From	Contact Name		Phone Number
	Cathy Stock, Senior Project Controls Manager		250-516-3598
	Branch, Region, District Name Broadway Subway Project		Contact Responsibility Centre Number 55085
File Number 01070-20	Contact Contract Identification Number 0 8 5 C S 0 0 1 8	RISP Number	Amendment Number 2
Contractor	Business Name		Phone Number
	Stantec Consulting Ltd.		604 812 1102
	Contact Name Tim Stanley		Facsimile Number
	Business Address (Street Number, City, Province, Postal Code) 1100 - 111 Dunsmuir Street, Vancouver, BC V6B 6A3		

Justification for Amendment: Original Contract was issued by TransLink and assigned to the Province (amendment #1)  
Amendment 2 provides specific detailed scope & additional funding to meet requirements of the Broadway Subway Project.

Description of Amendment: Add Ministry Works and Services Schedule  
Add Ministry Payment Schedule  
Extend Contract Term end from June 30, 2019 to May 31, 2020  
Add Schedule E Privacy Protection Schedule  
Add Ministry Schedule of Reimbursable Travel Expenses (Group I)  
Add Ministry Interim Performance Monitoring  
Removal of References to Statement of Work and SOW  
  
Increase Contract Value to \$7,133,487.81

Effective Date of Amendment (yyyy/mm/dd) 2019 06 01

Original Contract Total \$3,222,967.81	Previous Amendments Total \$	Value of Current Amendment \$3,910,520.00	New Contract Total \$7,133,487.81
Fiscal Distribution (for Total Contract Value)	Year 2018/2019	Year 2019/2020	Year 2020/2021
	Total \$2,253,413.81	Total \$4,369,646.00	Total \$510,428.00
Approval to Amend	(Expense Authority Signature) <i>D Stewart</i>	Print Name: Dave Stewart	
	(Signature of A.D.M., C.O.O. or D.M. where required) <i>[Signature]</i>	Print Title: ED, Finance - Major Projects	Date:
		Print Name: Grant Main	
		Print Title: Deputy Minister of Transportation and Infrastructure	Date: 6/25/19

**BRIEFING NOTE FOR INFORMATION**

**DATE:** May 8, 2019  
**PREPARED FOR:** Grant Main, Deputy Minister  
**ISSUE:** Gold River Special Agreement (GRSA) – Extend current agreement

**SUMMARY:**

- The GRSA authorizes overweight/oversize off-road logging trucks to operate on Gold River Road between Western Forest Products (WFP) tenures in the vicinity of Gold River on Vancouver Island.
- The GRSA expired on February 28, 2018, with the agreement extended for a four-month period ending June 30, 2018, again for a six-month period ending December 31, 2018, and again for a six-month period ending June 30, 2019 to allow WFP to conduct independent bridge analysis of a bridge on the route.
- Amending Agreement #4, which extends the current agreement for a one-year period July 1, 2019 to June 20, 2020, continues the provisions which restrict the loaded weight and speed of logging trucks using the affected bridge.

**BACKGROUND:**

The GRSA is an agreement between the Province and WFP that provides the legal authority for oversize and overweight logging trucks to operate on Highway 28 (Gold River Road) between Gold River and tidewater at Muchalat Arm on Vancouver Island. See Appendix 1 for map. The GRSA was originally signed in 1989, renewed in 1999 and again in 2004, and expired on February 28, 2018.

Prior to being gazetted as public highway in 1967, the Gold River Road was a logging road. After gazetting, the section was paved and widened to accommodate these vehicles. The GRSA is necessary to authorize the logging trucks to use Gold River Road as the trucks exceed the allowable weight and dimensions in the *Commercial Transport Act*. The majority of the logging trucks covered by the GRSA have GVWs ranging from 114,000 kg to 140,000 kg, significantly higher than the legal weight of 63,500 kg. The GRSA does not authorize these vehicles to operate on other roads.

The GRSA requires that WFP pay an annual fee to the Province in the order of \$400,000, which includes the annual licensing fee for each of the trucks based on the extent to which each truck exceeds the legal weight. The GRSA is preferable from an administrative perspective to issuing oversize/overweight permits for each vehicle on either an annual or per trip basis.

**DISCUSSION:**

The route used by the logging trucks has several bridges on Highway 28. Ministry bridge engineering staff undertook an evaluation of these bridges and raised concerns regarding what is known locally as Gold River Bridge #1. This bridge accommodates loaded logging trucks in a westbound direction to tidewater.

S.14

S.14

Two further extensions, each for six months to allow on-site inspection and load testing on the affected bridge by an independent engineering firm, was recommended and put into effect. The three extensions have not provided enough time to complete the bridge assessments, and additional time has been requested by WFP.

Amending Agreement #4, which extends the agreement for a one-year period from July 1, 2019 to June 30, 2020, contains the same provisions which restrict the loaded weight and speed of logging trucks using the affected bridge. See Appendix 2 for the restrictive conditions.



Signatories to the amending agreement would be an authorized signatory of WFP and the Deputy Minister signing on behalf of the Minister of Transportation and Infrastructure.

An amending agreement (attached) has been prepared by ministry legal counsel and has been signed by a representative of WFP.

**PREPARED BY:**

Kirk Rockerbie, Manager, Policy CVSE  
(250) 480-9729

**REVIEWED BY:**

Cole Delisle, Director, CVSE

Renée Mounteney, ADM, Highway Services

**INITIALS:**

CD

RM

**Appendix 1**



## Appendix 2

### Restrictions on Logging Trucks

Bridge	Bridge Load Limits
Ahminiqa Creek Bridge	L-165 ton design vehicle
Gold River Bridge #1 (upstream bridge, westbound direction)	<p>80% of the bridge load effects of an L-100 ton design vehicle with the following conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour, and</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle.</li> </ul> <p>90% of the bridge load effects of an L-100 ton design vehicle on the following conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour,</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle, and</li> <li>(iii) Weight monitoring program approved by the Province must have been implemented.</li> </ul> <p>110% of the bridge load effects of an L-100 ton design vehicle if the Company obtains a single trip non-reducible load permit with the following minimum conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour,</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle,</li> <li>(iii) Vehicle (with load, if any) must be weighed prior to crossing, and</li> <li>(iv) Crossing must be supervised by a third party engineer licensed to practice in British Columbia.</li> </ul>
Gold River Bridge #2 (downstream bridge, eastbound direction)	63.5 tonnes (legal highway vehicle as per Commercial Transport Regulations)



#### AMENDING AGREEMENT #4

THIS AMENDING AGREEMENT #3 is made the 1st day of July, 2019.

#### BETWEEN:

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

(the "Province")

#### AND:

WESTERN FOREST PRODUCTS LIMITED, a company duly incorporated  
under the laws of Canada and registered extra-provincially in the Province  
of British Columbia and having as its business address Box 220 Gold  
River, BC V0P 1G0

(the "Company")

#### WHEREAS:

- A. The parties entered into the attached agreements (the "2014 Gold River Special Agreement", "Amending Agreement #1", Amending Agreement #2 and Amending Agreement #3, collectively, the "Amended Gold River Special Agreement");
- B. The parties wish to further amend the Amended Gold River Special Agreement on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:



1. Paragraph 11 of the Amended Gold River Special Agreement is deleted and the following paragraph is substituted therefor:
  11. Subject to early termination in accordance with paragraphs 7 or 7.1, this Agreement shall terminate on July 1, 2020.
3. The Amended Gold River Special Agreement, as amended by this Amending Agreement #4, is ratified and confirmed.
4. Notwithstanding the date of execution or delivery of this Amending Agreement #4, this Amending Agreement #4 will be effective as of July 1, 2019 in accordance with its terms.

IN WITNESS WHEREOF the parties have executed this Amending Agreement #4 as of the date first above written.

SIGNED on behalf of Her Majesty;  
the Queen in right of the Province;  
of British Columbia by a duly  
authorized representative of the  
Minister of Transportation and  
Infrastructure in the presence of:

(Witness)

For the Minister of Transportation and  
Infrastructure

WESTERN FOREST PRODUCTS LIMITED

By: [Signature]  
(Manager, C. And Authorized Signatory)  
(Title) Services



### AMENDING AGREEMENT #3

THIS AMENDING AGREEMENT #3 is made the 1st day of January, 2019.

**BETWEEN:**

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

(the "Province")

**AND:**

WESTERN FOREST PRODUCTS LIMITED, a company duly incorporated  
under the laws of Canada and registered extra-provincially in the Province  
of British Columbia and having as its business address Box 220 Gold  
River, BC V0P 1G0

(the "Company")

**WHEREAS:**

- A. The parties entered into the attached agreements (the "2014 Gold River Special Agreement", "Amending Agreement #1" and Amending Agreement #2, collectively, the "Amended Gold River Special Agreement");
- B. The parties wish to further amend the Amended Gold River Special Agreement on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:



1. Paragraph 11 of the Amended Gold River Special Agreement is deleted and the following paragraph is substituted therefor:
  11. Subject to early termination in accordance with paragraphs 7 or 7.1, this Agreement shall terminate on June 30, 2019.
2. The Amended Gold River Special Agreement, as amended by this Amending Agreement #3, is ratified and confirmed.
3. Notwithstanding the date of execution or delivery of this Amending Agreement #3, this Amending Agreement #3 will be effective as of January 1, 2019 in accordance with its terms.

IN WITNESS WHEREOF the parties have executed this Amending Agreement #3 as of the date first above written.

SIGNED on behalf of Her Majesty)  
the Queen in right of the Province )  
of British Columbia by a duly )  
authorized representative of the )  
Minister of Transportation and )  
Infrastructure in the presence of: )

[Signature]  
(Witness)

[Signature]  
For the Minister of Transportation and  
Infrastructure

WESTERN FOREST PRODUCTS LIMITED

By: [Signature]  
(Contract Manager Authorized Signatory)  
(Title)

## AMENDING AGREEMENT #2

THIS AMENDING AGREEMENT #2 is made the 1st day of July, 2018.

### BETWEEN:

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

(the "Province")

### AND:

WESTERN FOREST PRODUCTS LIMITED, a company duly incorporated  
under the laws of Canada and registered extra-provincially in the Province  
of British Columbia and having as its business address Box 220 Gold  
River, BC V0P 1G0

(the "Company")

### WHEREAS:

- A. The parties entered into the attached agreements (the "2014 Gold River Special Agreement" and "Amending Agreement #1", collectively, the "Amended Gold River Special Agreement");
- B. The parties wish to further amend the Amended Gold River Special Agreement on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Amended Gold River Special Agreement is amended by adding the following paragraphs after paragraph 6:

6.1 The Company, or its contractors, servants or agents, will not operate vehicles or combinations of vehicles under the terms of this Agreement contrary to the following bridges restrictions:

Bridge	Bridge Load Limits
Alminique Creek Bridge	L-165 ton design vehicle
Gold River Bridge #1 (upstream bridge, westbound direction)	<p>80% of the bridge load effects of an L-100 ton design vehicle with the following conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour, and</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle.</li> </ul> <p>90% of the bridge load effects of an L-100 ton design vehicle on the following conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour,</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle, and</li> <li>(iii) Weight monitoring program approved by the Province must have been implemented.</li> </ul> <p>110% of the bridge load effects of an L-100 ton design vehicle if the Company obtains a single trip non-reducible load permit with the following minimum conditions:</p> <ul style="list-style-type: none"> <li>(i) Maximum crossing speed of 10 kilometres per hour,</li> <li>(ii) No other vehicles on the bridge at the same time as the permitted vehicle,</li> <li>(iii) Vehicle (with load, if any) must be weighed prior to crossing, and</li> <li>(iv) Crossing must be supervised by a third party engineer licensed to practice in British Columbia.</li> </ul>
Gold River Bridge #2 (downstream bridge, eastbound direction)	63.5 tonnes (legal highway vehicle as per Commercial Transport Regulations)

6.2 Bridge restrictions may be modified to allow for higher load ratings if additional engineering assessments are completed to the satisfaction of the Ministry of Transportation and Infrastructure.

2. Paragraph 11 of the Amended Gold River Special Agreement is deleted and the following paragraph is substituted therefor:

11. Subject to early termination in accordance with paragraphs 7 or 7.1, this Agreement shall terminate on December 31, 2018.


Page 2 of 3

3. The Amended Gold River Special Agreement, as amended by this Amending Agreement #2, is ratified and confirmed.
4. Notwithstanding the date of execution or delivery of this Amending Agreement #2, this Amending Agreement #2 will be effective as of July 1, 2018 in accordance with its terms.


IN WITNESS WHEREOF the parties have executed this Amending Agreement #2 as of the date first above written.

SIGNED on behalf of Her Majesty)  
the Queen in right of the Province)  
of British Columbia by a duly )  
authorized representative of the )  
Minister of Transportation and )  
Infrastructure in the presence of: )

(Witness)

  
For the Minister of Transportation and  
Infrastructure

WESTERN FOREST PRODUCTS LIMITED

By:   
(~~Howard Cantwell~~ - Authorized Signatory)  
(Title) ~~Sr. Corp.~~



### AMENDING AGREEMENT #1

THIS AMENDING AGREEMENT #1 is made the 15 day of March, 2018.

**BETWEEN:**

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

(the "Province")

**AND:**

WESTERN FOREST PRODUCTS LIMITED, a company duly incorporated  
under the laws of Canada and registered extra-provincially in the Province  
of British Columbia and having as its business address Box 220 Gold  
River, BC V0P 1G0

(the "Company")

**WHEREAS:**

- A. The parties entered into the attached agreement (the "Gold River Special Agreement");
- B. The parties wish to amend the Gold River Special Agreement on the terms and conditions hereinafter set forth.


**NOW THEREFORE** in consideration of the sum of One Dollar and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:


1. The Gold River Special Agreement is amended by adding the following paragraph after paragraph 7:
  - 7.1 Despite any other provision of this Agreement, the Province may at any time terminate or suspend this Agreement, in whole or in part, by written notice to the Company, if the Province considers such termination or suspension to be required in the public interest, and, in particular, if the Province considers such termination or suspension to be required for the protection of the highway infrastructure or public safety as a result of the ongoing bridge loading analysis.

2. Paragraph 11 of the Gold River Special Agreement is deleted and the following paragraph is substituted therefor:  
  
11. Subject to early termination in accordance with paragraphs 7 or 7.1, this Agreement shall terminate on June 30, 2018.
2. The Gold River Special Agreement, as amended by this Amending Agreement #1, is ratified and confirmed.
3. Notwithstanding the date of execution or delivery of this Amending Agreement #1, this Amending Agreement #1 will be effective as of March 1, 2018 in accordance with its terms.

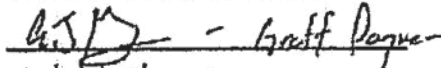
IN WITNESS WHEREOF the parties have executed this Amending Agreement #1 as of the date first above written.

SIGNED on behalf of Her Majesty)  
the Queen in right of the Province)  
of British Columbia by a duly )  
authorized representative of the )  
Minister of Transportation and )  
Infrastructure in the presence of: )

  
(Witness)

  
For the Minister of Transportation and  
Infrastructure

WESTERN FOREST PRODUCTS LIMITED

By:   
(~~Geoff Payne~~ Authorized Signatory)  
(Title)

THIS AGREEMENT made as of the first 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  
(the "Minister")

AND:

WESTERN FOREST PRODUCTS LIMITED, a  
company duly incorporated under the laws of Canada  
and registered extra-provincially in the Province  
of British Columbia and having as its business address  
Box 220 Gold River, BC V0P 1G0  
(the "Company")

WHEREAS:

- A. The *Commercial Transport Act* R.S.O. 1990 c. 58 (the "Act") and the *Commercial Transport Regulations* S.C. Reg. 3078 as amended (the "Regulations") provide that the Minister may, when it is in the public interest, enter into agreements exempting in whole, or in part, commercial vehicles from the provisions of the Act or Regulations, or from the fees prescribed therein or herein, and may under the terms of agreement prescribe conditions for the operation of such commercial vehicles on designated highways.
- B. The Minister deems it to be in the public interest to enter into this Agreement with the Company, whereby certain commercial vehicles, owned and/or operated on behalf of the Company and described in Schedule "A" of this Agreement, are granted authority to operate on public roads, defined and as and limited to the section of public highway lying west of the District Municipality of Gold River from the junction of Ucona



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Road to Muchalat Arm as shown on Plan No. 18871 and Gazetted Road Surveys 3407 (the "Road").

- C. The Company wishes to use the Road pursuant to the terms and conditions set out in this Agreement in preference to those set out in the Act and Regulations.
- D. The Minister and the Company (together, the "Parties") have, since 1989, agreed to exemptions under the Act in relation to use of the Road by the Company.
- E. Nothing in this Agreement will exempt the Company or anyone operating a commercial vehicle as its contractor, servant or agent from complying with the provisions of the Motor Vehicle Act or regulations made thereunder.

In consideration of the mutual promises and conditions contained herein, the Parties agree to the following terms and conditions:

1. Commercial vehicles that are owned or operated on behalf of the Company, and are listed in Schedule "A", are exempt from the provisions of the Act and the Regulations while operating on the Road during the term of this Agreement so long as the conditions for such operation of those commercial vehicles are complied with by the Company, its contractors, servants and agents;
2. Trailers or semi-trailers that are listed in Schedule "A" are exempt from the provisions of the Act and the Regulations while being towed by power units listed in Schedule "A".
3. Upon payment to the Insurance Corporation of British Columbia ("ICBC"), or such other person as the Minister may designate under the Act to receive fees, of the fees provided for by this agreement, ICBC shall issue a distinctive number plate for the power units included in Schedule "A".
4. At the commencement of each licence year the Company will, and from time to time it may, file with ICBC and the Minister a list of amendments to Schedule "A" containing details of commercial vehicles which, for so long as they remain listed in Schedule "A", the Company wishes to be covered by this Agreement. This list or amendments must contain the make, model, serial number, maximum height, width, length, and weight with load of each vehicle listed.
5. The Company will include in the list of amendments only vehicles having a gross vehicle weight in excess of 9,100 kg, and will notify ICBC and the Minister in writing to delete or add a vehicle from

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Schedule "A" whenever such vehicle ceases to be owned or operated on behalf of the Company or otherwise ceases to qualify for inclusion in Schedule "A". Neither the Minister nor ICBC will delete any vehicle from Schedule "A" unless they receive from the Company the number plate and licence of the vehicle.

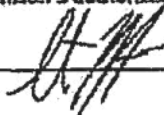
6. The Company, or its contractors, servants or agents, will not operate vehicles or combinations of vehicles under the terms of this Agreement which exceed the following limits:
- (i) maximum overall width of power unit, trailer or semi-trailer, 4.75 m;
  - (ii) maximum overall height of power unit, trailer or semi-trailer, 11.6 m while loaded with machinery or equipment; or to a maximum overall height of power unit, trailer or semi-trailer to 8.7 m while loaded with logs and 7.5 m while carrying empty trailers;
  - (iii) maximum overall length of a combination of vehicles consisting of power unit and pole trailer, 25m;
  - (iv) maximum overall length of a combination of vehicles consisting of a power unit, pole trailer and trailer, 41m;
  - (v) maximum overhang, that is the distance from the last axle to the end of the load, 8.2m;
  - (vi) maximum gross weight on any one axle, 27,500 kg except that on a 5 axle combination of vehicles any 2 adjacent axles may carry a gross weight of 32,000 kg per axle providing the remaining axles do not exceed 27,500 kg per axle; and
  - (vii) maximum gross weight on any one axle, 27,500 kg except that on a 5 axle combination of vehicles any 2 adjacent axles may carry a gross weight of 32,000 kg per axle providing the remaining axles do not exceed 27,500 kg per axle;
7. If the Company or any of its contractors, servants or agents,
- (i) operates any vehicle identified in Schedule "A" in a manner that is contrary to the provisions of this Agreement, or
  - (ii) operates a vehicle identified in Schedule "A" on any public highway other than the Road, without complying with the Act and Regulations, including the payment of fees prescribed therein,

then the Minister may terminate this Agreement upon 30 days written notice being given to the company, such period of notice to include the date of termination.

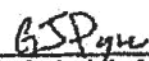
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8. A vehicle will become covered by the terms of this Agreement upon the inclusion of such vehicle being approved by ICBG following a filing by the Company as set out in paragraph 4 and a vehicle identified in Schedule "A" will cease to be covered by this Agreement upon notification in writing being given by the Company, pursuant to paragraph 5.
9. The annual fees payable for each power unit listed in Schedule "A" will be based on the applicable annual fee specified in the Commercial Transport Act Fee Regulation for a licensed gross vehicle weight up to 63,500 kg plus an additional fee for the gross vehicle weight exceeding 63,500 kg, in total per vehicle, of \$24 per 500 kg over 63,000 kg, and prorated where appropriate.
10. This Agreement will take effect on March 1, 2014.
11. Subject to paragraph 6 early termination in accordance with paragraph 7, this Agreement shall terminate on February 28, 2018.

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, by the Minister  
of Transportation and Infrastructure or the  
Minister's authorized representative



WESTERN FOREST PRODUCTS LIMITED  
Per:

 (for Mark Kearney)  
Authorized signing officer

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Schedule "A"

Unit #	Year	Make	Model	Serial #	Owner
2172	1992	Challenger		S.15	WFP
2173	1992	Challenger			WFP
2174	1981	Kenworth			WFP
2175	1981	Kenworth	850		WFP
2179	1982	Pacific	P612P		WFP
2182	1974	Hayes	HDX		WFP
2185	1993	Challenger			WFP
2186	1980	Pacific	P16		WFP
2187	1975	Hayes	HDX		WFP
2214	1972	Pacific	P16		WFP
2215	1972	Kenworth	850		WFP
9622	1973	Pacific	P12		WFP
8006	1978	Pacific	P18		WFP

"WFP" = Western Forest Products  
Date: February 27, 2014