



**BRITISH  
COLUMBIA**

Ministry of Transportation  
and Infrastructure

**AMENDING AGREEMENT**  
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER		
154	CS	1222
AMENDMENT NUMBER: 01		

*This Amending Agreement* IS MADE THE

28 DAY OF June, 2023

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

Address 310 - 1500 Woolridge Street, Coquitlam BC  
(hereinafter called the "Province")

V3K 0B8

Postal Code

AND: Stantec Consulting Inc.

Address 300 - 175 2nd Avenue, Kamloops BC  
(hereinafter called the "Contractor")

V2C 5W1

Postal Code

**WITNESS THAT WHEREAS**

A. the parties entered into an Agreement dated the 20th of July, 2022 for:

As & When Project Management Services for Project Delivery for South Coast Region

(hereinafter called the "Agreement")

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

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

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

**The Parties agree as follows:**

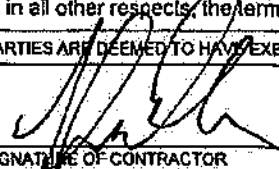
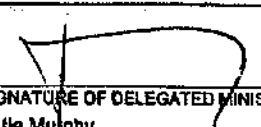
The Province is, as of September 8<sup>th</sup>, 2022, "His Majesty the King in right of the Province of British Columbia as represented by Minister of Transportation and Infrastructure.

**Increase the Total Contract Value to \$<sup>17</sup>**

**Extend the Contract Completion Date to December 31, 2024**

(2) This amendment shall be effective July 18<sup>th</sup>, 2023

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

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN		AFFIX CORPORATE SEAL BELOW
 SIGNATURE OF CONTRACTOR <u>SARAV JAHANKHANI, VICE</u> Print Name and Position <u>PRESIDENT</u>	 SIGNATURE OF DELEGATED MINISTRY AUTHORITY <u>Katie Murphy</u> Manager, Financial Services Print Name and Position	



VIA EMAIL

File No. 1070-20  
Contract No. 154CS1222

July 20, 2022

Stantec Consulting Inc.  
300 - 175 2nd Avenue  
Kamloops BC V2C 5W1

Dear Reid Drummond:

**Re: Contract No. 154CS1222: As & When Project Management Services for Project Delivery for South Coast Region**

Approval has been obtained to engage your firm for the above noted services in the amount of \$<sup>s.17</sup>. Enclosed is the complete contract for your signature. Please sign and affix your seal (if applicable), in the appropriate locations on the contract and then return all of the pages complete with attachments to the mailing address noted below. Upon receipt and execution of the contract by this office, a copy will be returned for your records.

Please forward your valid Tax Verification letter as outlined in Schedule H. Please have your insurance broker email your Certificate of Insurance (H0111) directly to [INSURANCEandBONDS@gov.bc.ca](mailto:INSURANCEandBONDS@gov.bc.ca). The Ministry will accept a scanned H0111 as equivalent to the original but the certificate MUST be emailed directly from an authorized representative of the insurer. Alternatively, courier original H0111 to: Insurance and Bonds, 4C - 940 Blanshard Street, Victoria, BC V8W 3E6. Upon receipt of your signed copy of the contract, kindly proceed with the services required by the Works/Services Schedule. Remuneration will be paid as set out in the "Payment Schedule". If travel expenses apply, they will be reimbursed in accordance with the "Schedule of Reimbursable Travel Expenses".

Liaison on behalf of the Ministry will be carried out by Jay Porter at (604) 527-3105. Kindly forward all invoices to your Ministry Contact. If there is a requirement for travel please ensure the attached letter permitting the use of Provincial Government rates is signed by the Ministry Liaison prior to travelling.

Please use our reference number 154CS1222 on any correspondence and invoices submitted. If you have any questions, please contact Sheila Brett, Regional Procurement Officer, at 236 468-1897.

Yours truly,

*Sheila Siddle*  
for Katie Murphy  
Manager, Financial Services

copy: Contract File  
Jay Porter/Shelly Gurtata, South Coast Region  
RISP 37512

Ministry of Transportation  
and Infrastructure

Contract Administration  
South Coast Region

Mailing Address:  
Suite 310 - 1500 Woolridge Street,  
Coquitlam BC V3K 0B8

Telephone: 236 468-1951  
Fax: 604 527-2151

Location:  
Suite 310 - 1500  
Woolridge Street,  
Coquitlam BC V3K 0B8

[www.gov.bc.ca/tran](http://www.gov.bc.ca/tran)



BRITISH  
COLUMBIA

Ministry of Transportation  
and Infrastructure

CONSULTING  
SERVICES CONTRACT

CONTRACT IDENTIFICATION NUMBER:

154 | C S | 1222

**This Agreement,** MADE ON THE 27 DAY OF July 2022

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

Address Suite 310 - 1500 Woolridge Street, Coquitlam BC  
(hereinafter called the "Province")

V3K 0B8  
POSTAL CODE

AND: Stantec Consulting Inc.

Address 300 - 175 2nd Avenue

Kamloops BC

(hereinafter called the "Contractor")

V2C 5W1  
POSTAL CODE

Short Description: **As & When Project Management Services for Project Delivery for South Coast Region**

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 31, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DATE (yyyy/mm/dd)

2022/07/20

COMPLETION DATE (yyyy/mm/dd)

2024/07/18

**TERMS AND CONDITIONS:**

**APPOINTMENT**

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

**TERM**

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

**PAYMENT**

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

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

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

- ☒ Terms and Conditions
- ☒ Works/Services Schedule - H0461a
- ☒ Payment Schedule - H0461b
- ☒ Travel Expenses (Group I) - H0461c
- ☐ Travel Expenses (Group II Mgmt) - H0461c-1
- ☐ Special Conditions (Engineering) - H0461d
- ☐ Special Conditions (Information Systems) - H0461d-1
- ☐ Insurance Specifications - INS-80
- ☒ Insurance Specifications Professional - INS-132
- ☒ Certificate of Insurance - H0111
- ☒ Prime Contractor - H1322
- ☐ Schedule E - Privacy Protection Schedule  
(if checked, Contractor must take the privacy training course  
[https://order.openschool.bc.ca/Product/Details\\_7540006302](https://order.openschool.bc.ca/Product/Details_7540006302))
- ☒ Schedule G Security Schedule - H127B
- ☒ Schedule H Tax Verification Schedule
- ☐
- ☐

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

SIGNATURE OF CONTRACTOR

Print Name and Position

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

for  
Katie Murphy  
Manager, Financial Services  
Print Name and Position

## ADDITIONAL TERMS AND CONDITIONS

### RECORDS

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

### INDEPENDENT CONTRACTOR

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

### REPORTS

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

### OWNERSHIP

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

### CONFIDENTIALITY

12. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.
13. In addition to and in no way limiting the Contractor's obligation in Section 12 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province or the Minister under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
14. Despite Section 5 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province's legal counsel.

### ASSIGNMENT AND SUB-CONTRACTING

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

### CONFLICT

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

### INDEMNITY AND STANDARD OF CARE

18. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses,

### INDEMNITY AND STANDARD OF CARE Cont'd

19. claims damages, actions and causes of action, (collectively referred to as "claims") that the Province may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their subcontractor(s) or subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

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

### TERMINATION

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

### GENERAL

20. The Contractor will comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Services.
21. Without limiting the generality of Section 20 (General), the Contractor will comply with, and will ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

### NON-WAIVER

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

### APPROPRIATION

24. Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
  - a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
  - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in Section 24(a) (Appropriation).

### REFERENCES

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

### NOTICES

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

### MISCELLANEOUS

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





The Contractor shall:

### Part 1 – Consultant Responsibilities

The Consultant shall provide complete Project Management Services and/or technical and administrative support for delivery of a project or projects through the initiation, planning, execution, monitoring and controlling, and close out phases. The Consultant shall carry out the assignment in accordance with accepted MOTI Project Management Policy and Procedures and in accordance with all Ministry financial requirements.

#### 1. CORE SERVICES

The Consultant will be required to perform the following core services:

- Meet with the Ministry's Project Sponsor and Contract Manager to determine project assignment, requirements and objectives;
- Organize and lead a Project Team comprised of Ministry or Consultant personnel, to be approved by the Project Sponsor as appropriate for the specific project;
- When requested, provide senior level project manager mentorship to assigned Ministry staff and assist their development as project manager on a Ministry lead project;
- Prepare Project Funding Agreements and amendments for approval;
- Prepare all documentation as required by the Ministry's Project Management Policy and Procedures and the Project Delivery Process Improvement (PDPI) initiative.
- Develop work plans, schedules and refinement of cost estimates for the project;
- Prepare a list of project team member assignments, including necessary Contract for Service (CFS) arrangements with the MOTI service providers;
- Prepare Terms of Reference for Consultants undertaking portions of the work, other than engineering Terms of Reference under the purview of MOTI's Engineering Department
- Prepare supplementary documents for tenders and requests for proposals, where required;
- Prepare stakeholder engagement plans and liaise with affected stakeholders;
- Participate in consultation with Indigenous Communities
- Coordinate utility moves;
- Organize and chair design review and other project meetings;
- Coordinate and lead Value Analysis and Value Engineering sessions with the Manager of Highway Design and Traffic Engineering;
- Act as the Ministry's Project Management representative and lead the Project Team throughout the components of the project;
- Monitor and control project scope, schedule and budget including that of Ministry team members, external consultants and contractors;
- Monitor project quality, including that of consultants and contractors to ensure compliance to Ministry requirements;
- Manage tendering process including organize and chair contract review meetings and assembly of tender documentation, requests to advertise, amendments and inquiries as required.
- Coordinate review and prepare recommendations for award of contracts.
- Undertake site visits, as required with the Ministry Representative (Ministry or Consultant) and monitor the contractor's construction schedule;
- Assist in evaluating Contractor's claims for additional payment;
- Meet periodically, as required, with the Ministry to update project progress;

## Works/Services Schedule

- Monitor and control projects, including submission of monthly (or more frequently as required) reports on Project Status and costs using Ministry standard systems (e.g. Capital Program System (CPS));
- Provide records management (filing using the Ministry's unified filing system) of all projects assigned. Upon issue of the final invoice the files are to be boxed and labelled and returned to the Ministry. Records shall be available for Ministry review or audit at any time throughout the assignment.
- Provide technical support to Ministry Project Managers including but not limited to CPS reporting, development of work plans, schedules and cost estimates for projects and preparation of tender documents.
- Partake in Quality Audits to ensure Project Management compliance (as required)
- May include preparation and delivery of workshops on various aspects of Project Management such as Team Building and Stakeholder Management.
- Provide project technician and/or administrative support to the South Coast Region project delivery group.

## 2. ADDITIONAL SERVICES

In addition to core services stated above, the consultant may also be asked if they are able to offer additional services. These services can be provided through in-house capabilities of the consultant or through sub-consultants with whom the consultant has relationships.

The Consultant's proposal should clearly demonstrate if they are capable of offering additional services such as, but not necessarily limited to:

- Environmental services (e.g. preliminary field reconnaissance, environmental assessments, support and other investigations)
- Archaeological services (e.g. archaeological impact assessments, support and other investigations)
- Agrological services (e.g. ALC applications)
- Arborist services (e.g. danger tree assessments, windthrow assessments, tree surveys)
- Engineering services (e.g. geotechnical, structural, design, traffic, hydrotechnical, survey, electrical, etc.)
- Registered Professional Forester services (e.g. timber harvesting applications)
- Constructability reviews (e.g. grading, bridge rehabilitation, bridge construction, etc.)
- Cost estimating (e.g. producing and/or reviewing high level and detailed cost estimates)
- Risk probability and contingency modelling (e.g. Monte Carlo)
- Global Information Systems (GIS) and graphic designer services (e.g. produce mapping and/or other graphics)

Any other services related to and/or utilized by project managers during the delivery of highway construction projects.

## 3. PRIME CONTRACTOR

"Notice of Assignment" means the written notice from the Ministry Contract Manager whether in electronic message or memorandum form and referenced as the "Notice of Assignment", outlining, amongst other things, the scope of the Assignment;

"OHS Regulation" means the Occupational Health and Safety Regulation BC Reg 296/97, as amended

"Prime Contractor" means a "prime contractor" as defined and described in the *Workers Compensation Act* (BC) and the OHS;

"Site" means the area described in the Ministry Notice of Assignment;

BA

## Works/Services Schedule

"Specified Area" means the location or locations described as such in the Ministry Notice of Assignment;  
"Qualified Coordinator" means a person qualified within the contemplation of the Workers Compensation Act and the OHS Regulation to discharge the responsibilities of a "qualified coordinator" as described in the Workers Compensation Act and the OHS Regulation;

"Site Specific Safety Plan" means an occupational health and safety program that complies with all applicable laws including the Workers Compensation Act (BC) and OHS Regulation;

Any other words having uppercase letters will have the meanings given to them in this Agreement.

3.1 By entering into this Agreement, the Contractor agrees that it is the Prime Contractor for the Site and that it will take all steps or measures necessary to fulfill its obligations, functions and duties as the Prime Contractor including without limitation the following:

(a) if appointment of a Qualified Coordinator is required under the OHS Regulation, then on appointment of such Qualified Coordinator deliver to the Province written notice of and contact particulars for the Contractor's Qualified Coordinator;

(b) in respect of the Assignment implement and at all times maintain a Site Specific Safety Plan that complies with and satisfies the requirements of all applicable laws;

(c) ensure that the Site Specific Safety Plan has been implemented and is readily available at the Site;

(d) when conditions or activities at any location or locations at the Site affect the workers of more than one employer or where there are overlapping or adjoining work activities by two or more employers, ensure that the Qualified Coordinator coordinates the occupational health and safety activities throughout the Site and that any hazard created by overlapping or adjoining work activities of two or more employers are addressed throughout the duration of such activities;

(e) in the event of an accident or incident that requires notification to the Workers' Compensation Board, at the same time as providing such notification to the Workers' Compensation Board, deliver a copy of such notice to the Ministry, and provide to the Ministry ongoing information, including without limitation, copies of reports prepared at the request of or as may be required for the Workers' Compensation Board, on the progress of any investigation resulting from such notice, accident or incident;

(f) record, collect and retain all occupational health and safety documentation, including notices, reports, directives and assessments and, on request of the Ministry, make these available to the Ministry, including by providing copies of such notices, reports, directives and assessments; and

(g) at the Ministry's request from time to time deliver to the Ministry evidence satisfactory to the Ministry of compliance by the Contractor's including compliance of its contractors, subcontractors and other employers in relation to the Site, with the terms of this Agreement relating to occupational health and safety.

3.2 (a) Despite section 1, the Ministry may, from time to time, by delivery of Notice of Assignment to the Contractor, appoint a person other than the Contractor as the Prime Contractor in connection with works and activities that may be undertaken and performed at any location or locations comprising the Site.

## Works/Services Schedule

(b) The appointment referenced in section 2(a) may be for a period or periods of time, and for such works and activities, and at any one or more locations as specified and described by the Ministry in the written notice [Notice of Assignment] and the Contractor will not be the Prime Contractor at the location or locations and for the specified period or periods set out in the Notice of Assignment.

(c) The Contractor will at all times in good faith coordinate and comply with and cause its contractors and subcontractors to coordinate and comply with the occupational health and safety requirements, including requirements to coordinate health and safety activities, of the person identified by the Province in the Notice of Assignment as the Prime Contractor.

(d) The Ministry may, from time to time, deliver an updated Notice of Assignment to the Contractor confirming the revocation of the Prime Contractor designation from the person referenced as such in section 2(a) and upon receipt of such notice the Contractor will resume the responsibilities of the Prime Contractor in connection with the Services and this Agreement.

3.3 (a) The Contractor will obtain, including without limitation renew and extend, maintain in good standing and comply with all permits, licenses, certifications and approvals, including from third parties and regulatory authorities, that may be required in connection with the Services.

(b) The Contractor will cause the permits, licenses, certifications and approvals contemplated in s.3(a) to be obtained including without limitation to be renewed and extended, and to be maintained and complied with.

3.4 The Notice of Assignment is an integral part of this Agreement as if set out at length in the body of this Agreement.

## 4. PROJECT PLAN

### 4.1 General

The Consultant shall be required to prepare, submit and administer an appropriately detailed project plan for all assignments. The project plan shall be in accordance with the Ministry's Project Management Manual and in keeping with the principles of the Project Management Institute's Project Management Body of Knowledge. The project plan shall include, but not be limited to the following sections, as per the current MoTI templates:

- Purpose
- Objectives
- Scope Management
- Work Breakdown Structure
- Cost Management
- Change Management
- Risk Management
- Quality Management
- Resource Management
- Engagement Management

The cost, schedule and risk management sections of the plan will need to be fulsome sections of the plan. The complexity of other sections of the plan will be appropriate with the scope of each project assignment.

The Consultant shall submit the initial Project Charter and Plan for review and sign off by the Project Sponsor. The Project Charter and Plan are to be updated throughout the life of the project.

### 4.2 The Ministry's Role

The Ministry's Project Sponsor or designate will review and sign off the initial Project Plan and any following revisions. The Ministry may also audit the Consultant's and sub-consultant's deliverables to verify that they have been implemented in accordance with the Project Plan and that the Plan has been appropriately updated through the life of the Project. The Ministry may visit the Consultant's office to informally audit the progress and appropriateness of Work underway on an Assignment.

## 5. QUALITY MANAGEMENT

### 5.1 General

The consultant and its sub-consultants must have an effective, documented Quality Management System in place for each Assignment, and be fully responsible for the Quality Control and Quality Assurance of the Work done by its staff in accordance with APEGBC Bylaw 14(b). Following award of this Consulting Services Contract, the Consultant and its sub-consultants shall prepare and submit a detailed written Quality Plan specifying all quality management tasks, responsibilities and documentation specific to each significant Assignment that is understood and used by their staff.

Quality Control activities will include documented peer checking of components of the Work for:

- compliance to Ministry Project Management Policy and Procedures, Government Acts, guidelines and standards,
- clarity and legibility of reports and other written documentation,
- evidence of systematic, documented and effective internal and external communication between the Consultant and its staff, sub-consultants, the Ministry and stakeholders.

Quality Assurance activities will include:

- independent concept reviews,
- independent reviews of documents, drawings and reports, and
- review of periodic Quality Control Reports and checklists, which are provided with key deliverables

### 5.2 Consultant's Quality Plan

The Quality Plan shall govern the Consultant's or sub-consultant's internal review and checking process throughout the entire course of the Work. The Plan shall demonstrate how a quality product will be achieved.

The Quality Plan shall be based on the principles of ISO9002:2000 program and adhere to the Quality Management Accord as agreed to between the Ministry and the Consulting Engineers of British Columbia.

### 5.3 Evidence of Implementation of the Quality Plan

Evidence that the Consultant's Quality Plan is functioning effectively shall be provided by the submission of periodic Quality Control Reports or checklists along with each key deliverable.

The Consultant shall ensure adequate quality control and quality assurance takes place and produces a high-quality product that is free of errors.

### 5.4 The Ministry's Quality Audit Role

The Ministry will not undertake detailed reviews of Work at various stages of completion but will audit the Consultant's and sub-consultant's deliverables to verify that they have implemented their Quality Plan. The Ministry may visit the Consultant's office to informally audit the progress and appropriateness of Work underway on an Assignment.

## 6. PROJECT ASSIGNMENT EXPECTATIONS

Throughout the duration of a project, the Consultant will be required to attend and chair meetings, submit progress reports and maintain a detailed project schedule and budget. Further details on the requirements for meetings, progress reports and schedule are outlined below in this section.

### 6.1 Scope / Schedule / Budget

The Consultant must maintain open communications with the Ministry by keeping the Ministry Contract Manager informed of an Assignment's status.

The Consultant will maintain the project scope unless scope is formally changed through the change process and approved by the Project Sponsor or designated approval authority, as outlined in the project plan.

The consultant will prepare and maintain a detailed project schedule in a Gantt chart format. Maintain an Assignment on its agreed schedule and within its scope and approved budget. Should an Assignment fall behind on its schedule, submit action plans to the Ministry outlining proposed steps to ensure that the Project is brought back on schedule. The Ministry will not permit time extensions without prior written authorization. Failure to maintain the Project on the agreed scope, schedule and budget may result in a poor Performance Evaluation rating.

Payments to the Consultant will be tied to the satisfactory completion of project deliverables in accordance with an Assignment's proposed payment schedule.

### 6.2 Meetings

Meeting requirements for an Assignment may include, but is not limited to, the following activities:

- Attend project initiation meetings, which may be on a Project site, to discuss objectives, scope, schedule, budget and other issues with the Ministry Project team;
- Attend pre-construction meetings as scheduled by the Ministry Representative (Ministry or Consultant), to discuss the contract construction schedule; to review contractor submittals, safety requirements, traffic management, quality management, contract special provisions, and schedule 7; and to address any environmental, utility or other concerns;
- Attend monthly status meetings as required, to review and evaluate progress, summarize resolved issues, identify and discuss new issues, outline Work to be completed prior to the next meeting, and update costs and schedule;
- Make presentations at meetings with Ministry groups, consultants, municipalities, regional districts, utility owners, environmental agencies, Regional Transportation Authorities, R.C.M.P., or other affected parties as necessary to satisfy the requirements of an Assignment;
- Attend formal meetings for the review of deliverables;
- Attend and organize open houses and other public events, as required;
- Maintain effective liaison with Ministry Project team members by regular communication and scheduled meetings;

- Attend performance evaluation meetings for key deliverables; and
- Prepare minutes of all meetings and distribute a copy to each participant within one week of the meeting date to ensure communication and understanding of the tasks at hand are understood by all who have an interest or concern.

### 6.3 CPS Status Reports

The Consultant will be required to submit a monthly status including status of scope, schedule and budget to the Ministry in an approved format. In conjunction with this report the Project Manager must be available to attend a monthly status meeting as noted in 1.04 (b) The Consultant is to obtain a copy of the CPS calendar from the Ministry Contact and provide updates before CPS closing date indicated in the calendar.

Include a summary of Work to date, issues with proposed resolution dates, and proposed activities for the next month and a financial progress spreadsheet in an approved format summarizing Consultant fees to date and planned future expenditures.

## 7. PERFORMANCE EVALUATIONS

The Consultant's and their sub-consultants' performance will be evaluated by the Ministry. The Ministry Contact Person may conduct periodic performance evaluations throughout the term of the Consulting Services Contract rating the Consultant on a number of criteria. This is to ensure adequate quality control is conducted for each Assignment and high-quality deliverables are received. Ministry form H0503, Consultant Performance Evaluation, is used for the performance evaluation. Each performance evaluation will be given a weight at the end of the Contract and the final score will be based on a weighted average and entered into the RISP system.

### 7.1 Milestone Dates for Performance Evaluation

A performance evaluation will be conducted upon completion of each deliverable. The Ministry will arrange a meeting with the Consultant project manager to discuss the results of performance based on the rated criteria for each of the Project deliverables. Each deliverable is assigned a weight and at the end of the contract, the final score will be based on the weighted average and it will be entered in the RISP system. Costs associated with the Performance Evaluation meeting should be built into the proposal.

### 7.2 Performance Evaluation Attributes

#### (a) Quality Management

- Quality Control
- Quality Assurance
- Quality Management

#### (b) Deliverable Management

- Schedule
- Management
- Progress Report

#### (c) Communication

- With Ministry
- With other agencies
- With Stakeholders

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## Works/Services Schedule

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### (d) Changes / Issues Management

- Dealing with Issues
- Dealing with Scope Changes
- Resolving Conflicts

### (e) Solutions & Recommendations

- Appropriateness
- Creativity / Innovations
- Value for Money

### (f) Constructability

- Cost Estimation
- Construction Staging & Risk Evaluation
- Permits and Approvals

Attribute percentage weighting will be on a per deliverable basis.

### Contractor Vaccination Requirements

New requirements under the BC Public Service HR Policy 4: Occupational Health and Safety Policy 4 mandate that as of December 13, 2021, all contractor and subcontractor personnel entering a staff-only area of an indoor BC Public Service Workplace ("BCPS workplace") while BC government employees are present, for provision of performing services under a government contract, must be fully vaccinated against COVID-19 with a vaccine approved for use in Canada.

See attached Notice to Contractors of the BC Provincial Government outlining new contractor vaccination requirements. Direction on applicability will be provided by the individual responsible for managing the contract.

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## Works/Services Schedule

### Part 2 – Ministry Responsibilities

The Ministry will undertake the following with respect to an Assignment as required:

- Provide written authorization to undertake specific project assignments along with details on the scope, budget and schedule of assignments;
- Provide the name of the Ministry contact(s) for specific assignments;
- Provide any available reports and project documentation that will assist in the assignment.
- Retain authority to approve any necessary scope, budget or schedule changes, as individual assignments progress;
- Retain authority to approve design consultant Terms of Reference, contract procurement using RISP or BC Bid, management, evaluation and final acceptance of the assignment;
- Providing field construction project supervision services;
- Monitoring progress of assignments and, as Ministry staffing resources permit, providing input and feedback as the work progresses (such review does not in any way relieve the consultant of responsibility for errors or omissions or for the quality or accuracy of work performed);
- From time to time during the contract, perform audits and evaluations on the quality of work and services being provided by the Consultant (copy of the evaluation form is appended);
- Provide coding for project filing;
- Provide training in basic MOTI standard systems (eg CPS);
- Provide generic filing list for tracking of all project documentation;
- Provide access to Government Systems and Web Sites required for use in undertaking this assignment; and
- Retain the role of expense authority for payment of invoices.

The consultant will provide all services on an As and When basis and the consultant shall not be entitled to a minimum guarantee of Work in association of this Contract.

Ministry Representative  
Jay Porter  
Suite 310 - 1500 Woolridge Street  
Coquitlam, BC V3K 0B8  
T: (604) 527-3105  
C: (604) 250-7571  
[Jay.Porter@gov.bc.ca](mailto:Jay.Porter@gov.bc.ca)

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## NOTICE TO CONTRACTORS OF THE BC PROVINCIAL GOVERNMENT

The COVID-19 pandemic continues to have an unprecedented impact on the health of Canadians. COVID-19 vaccines are a critical tool that reduce the risk of COVID-19 and protect broader public health.

As a responsible employer, the BC Provincial Government is committed to protecting the health and safety of its employees. On November 1, 2021, the Deputy Minister to the Premier, Cabinet Secretary and Head of the BC Public Service announced mandatory COVID-19 vaccination within the BC Public Service.

HR Policy 25, issued under the BC *Public Service Act*, requires that as of December 13, 2021 all contractor and subcontractor personnel entering a staff-only area of an indoor BC government workplace while BC government employees are present (a "BC government workplace"), for provision of services under a government contract, must be fully vaccinated against COVID-19 with a vaccine approved for use in Canada. A staff-only area is an area that is not intended for access by the public or clients receiving government services.

This requirement is part of the BC government's occupational health and safety plan and is intended to ensure that BC government workplaces are kept safe and that employees and other personnel who work in them are protected.

Details of the requirement are set out below and additional information about the requirement can be found here:

- *Core Policy Objectives & Human Resources Policies - Policy 4 - Occupational Safety and Health-Exposure Control* section
- COVID-19 vaccination policy FAQs

If you have any questions, please contact your ministry contract manager.

### 1. Vaccination requirement for contractor and subcontractor personnel

As of December 13, 2021, all contractor and subcontractor personnel entering a BC government workplace while BC government employees are present, for provision of services under a government contract, must be fully vaccinated against COVID-19 with a vaccine approved for use in Canada.

For clarity, this requirement does not apply to personnel performing services in workplaces that are not BC government workplaces, or to situations where government employees may enter contractor facilities (such as to conduct compliance audits or security verification).

Affected contractors must take the necessary steps to ensure that all contractor and subcontractor personnel are aware of this requirement, and that they fully comply with it.

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## **2. Future contracts & procurement processes**

As a condition of finalizing any service contracts with the Province, including service contracts arising from procurement processes, those contracts will require that all contractors and their personnel and any subcontractors and their personnel who will access BC government workplaces be fully vaccinated with COVID-19 vaccines approved for use in Canada, subject to any authorized exemptions. Such contracts will contain associated provisions required by and satisfactory to the Province regarding the foregoing, which may include provisions regarding mitigation measures for exempt personnel, compliance, enforcement and the use of a certification certifying compliance or presentation of a BC Vaccine Card by personnel.

## **3. Exemptions**

If any personnel of a contractor or subcontractor is exempt from the requirement to be vaccinated for a valid reason under the *BC Human Rights Code*, the contractor will provide notice of the exemption to the ministry contract manager under the applicable contract, and will provide the ministry contract manager with all requested information, including:

- the number of affected personnel
- the impacted work locations
- mitigation measures proposed by the contractor to adequately address the risk of viral transmission in the BC government workplace.

The ministry contract manager may approve entry to a BC government workplace by exempt personnel if the ministry contract manager determines that reasonable measures can be put in place to adequately mitigate the risk of viral transmission. All mitigation measures are subject to prior written approval by the ministry contract manager.

Personnel who require an exemption must not attend a BC government workplace unless and until mitigation measures required by and approved by the ministry contract manager are in place. Affected contractors must ensure that exempt personnel of the contractor and its subcontractors comply at all times with all approved mitigation measures.

Except as may be requested by the Province, contractors should not share any personal information with the Province, such as names or reasons for exemptions.

## **4. Verification and monitoring**

Ministries may implement measures to confirm compliance with the vaccination requirement. Measures may include contractor certifications or verification of vaccination status with individual personnel prior to entering a BC government workplace (including by having personnel show their BC vaccine card in person or by live video conference with the contract manager), in accordance with HR Policy 4. Contractors must ensure compliance with all such measures.

If a certification is required by the contracting ministry, contractors must submit an certification by no later than December 10, 2021 certifying compliance with the vaccination requirement as of December 13, 2021, or at any other time or times required by the contracting ministry.

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**4. Verification and monitoring (cont.)**

Unless another form of certification is required by the contracting ministry, the certification form included below should be used.

The Province has the right to monitor contractors' adherence to the vaccination requirement. The contractor will provide any additional information requested by the ministry contract manager in connection with compliance with the vaccination requirement.

For more information, contractors should contact their ministry contract manager.

**5. Failure to comply**

Contractors that do not comply with the vaccination requirement, including all verification and mitigation requirements, may be subject to any measures available to the Province, which may include contract termination if provided for in the applicable contract.

**6. Form of certification**

If a certification is required by the contracting ministry, the attached form should be used unless the ministry specifies another form. If the contractor is not an individual, the certification must be signed by an authorized officer of the contractor.

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### COVID-19 VACCINATION CERTIFICATION

I (first and last name), being the contractor or, if the contractor is a corporation, the authorized representative of (name of contractor), pursuant to Contract (contract number) (the "Contract"), warrant and certify to the Province of British Columbia as follows:

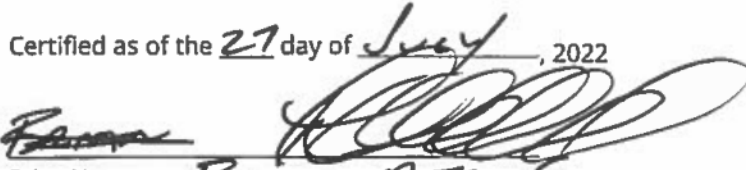
1. All contractor and subcontractor personnel who will provide services under the Contract on or after December 13, 2021:
  - (a) will be fully vaccinated against COVID-19 with a vaccine approved in Canada at such time that they access any staff-only area of indoor BC government workplaces while BC government employees are present; or
  - (b) if exempt from the requirement to be fully vaccinated against COVID-19 for a valid reason under the BC *Human Rights Code*, will comply with all mitigation measures approved by the Province if the Province permits access to a staff-only area of a BC government workplace.
2. All personnel of any subcontractor engaged to provide services under the Contract have been notified of the vaccination requirements of the BC government and each subcontractor has provided the contractor with a written certification of its compliance with these vaccination requirements.
3. The information provided is true as of the date of this certification and will continue to be true for the term of the Contract.

I understand that the certification provided to the Province is subject to verification at all times. The Province reserves the right to require additional information to verify this certification. I acknowledge that if this certification is or becomes untrue at any time during the Contract term, or if the contractor fails to comply with any requirement of the Province in connection with this vaccination requirement, the Province may exercise any remedies available to it which may include termination of the Contract.

Certified as of the 27 day of July, 2022

Print Name:

Print Title:

  
BRIAN ATKINS  
PRINCIPAL

*Information provided in this certification will be protected, used, stored and disclosed in accordance with the Freedom of Information and Protection of Privacy Act.*



## PAYMENT SCHEDULE

### METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

154 | CS | 1222

Payment will be at an hourly rate plus disbursements, consistent with the payment schedule for this RFP, and in accordance with the Ministry approved work plan prepared by the Consultant. The total value of each assignment will be subject to Ministry approved maximum value. The hourly rate will allow provisions for regular office expenses (such as printing, communication, courier charges and other incidental out-of-pocket or third party expenses reasonably incurred).

The Consultant shall allocate sufficient resources and time to complete each Assignment and submit the deliverables in accordance with Ministry requirements as agreed upon at the initiation of each Assignment.

If the Work performed by the Consultant or its contractor under this Contract does not meet Ministry requirements, it shall be corrected by the Consultant or its sub-consultant at no additional cost to the Ministry. Payment will not be made for costs associated with correcting errors, omissions or ambiguities in the deliverables.

The following hourly rate shall be used to calculate the amount of each invoice:

Project Team – Stanlec Consulting Ltd.	Hourly Rate (\$)
Senior Project Manager	s.17;
Senior Quality Advisor	s.21
Project Manager	
Assistant Project Manager	
Project Technician	
Project Admin Support	

### Additional Services

Additional Services – Stanlec Consulting Ltd.	Hourly Rate (\$)
Owner's Engineer / Value Engineering / Procurement Services	s.17; s.21
Structural Engineering Lead / Geotechnical Engineering Lead	
Highway Design Engineering	
Value Analysis Lead	
Environmental / Contaminated Sites Services Lead	
Environmental / Contaminated Sites Services Support	
Junior Environmental / Contaminated Sites Services	
Agrologist	
Electrical Engineering Lead	
Hydrotechnical Services Lead	
First Nations Coordinator	
Archaeological Services	
Traffic Engineering Services	
Constructability Reviews	
Global Information Systems	
Graphic Design and Architectural Design	
Survey	
*Subconsultant rates to be determined	

SB

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## **FREQUENCY OF PAYMENTS**

The Contractor shall invoice the Province:

Per Assignment.

In order to minimize the amount of effort required to administrate consultant's contracts, Consultants are required to provide invoices that break out fees and expenses and include the following information:

- Invoice number
- Consultant's name and contact information
- Project name and number
- Contract number
- Date
- Total to be paid for current invoice
- Attention to: Name of Ministry Contact Manager
- Breakdown of costs by Project
  - a) Current to be paid per Assignment
  - b) Previously paid per Assignment
  - d) Current approved budget per Assignment
- Balance of the Contract
- Breakdown of Billable Time (Refer to Appendix E -- Monthly Time Summaries)

The Consultant shall be required to identify potential cost pressures (costs that the Consultant has determined may be required over and above the currently authorized budget) per each Assignment. The administrative cost of invoicing is the responsibility of the Consultant and shall not be charged against the Contract. Invoices must be submitted monthly for active assignments.

## **MAXIMUM AMOUNT PAYABLE**

Total payments shall not exceed \$ s.17 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

## **PAYMENT SCHEDULE TERMS AND CONDITIONS**

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

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## SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (GROUP I)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

CONTRACT IDENTIFICATION NUMBER

154 | CS | 1222

These rates will apply for the duration of the contract.

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online - H1170" (see attached).

Expenses must be submitted less the Goods and Services Tax (GST) with original receipts attached.

### 1. TRANSPORTATION

(a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.

(b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.

(c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- > BUDGET CAR & TRUCK RENTAL - A162000
- > DRIVING FORCE - CS000898
- > ENTERPRISE RENT-A-CAR - 4CA1000
- > HERTZ - 2108023
- > NATIONAL - 3614638

When signing the rental agreement, waive Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will not be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager within 24 hours.

(d) Private Vehicle: No receipts are required.

Reimbursement for use of private vehicles will be at the rate of \$0.55/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.

(e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless pre-approved in writing by the designated Ministry contact.

(f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

### 2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$53.00	
Breakfast only	\$12.75	If travel starts before 7:00 am
Lunch only	\$14.75	If travel starts before noon
Dinner only	\$25.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$27.50	As per above
Breakfast & Dinner	\$38.25	As per above
Lunch & Dinner	\$40.25	As per above

### 3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$33.59/day.

Accommodation outside the Province will be at the rates pre-approved in writing by the Regional, Branch or Project Director.

### 4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month for board and lodging in lieu of the accommodation and meal rates specified above.



# APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$190	\$190	\$200	\$200	\$250	\$330	\$330	\$300	\$270	\$200	\$190	\$190
Burnaby	\$160	\$160	\$160	\$165	\$190	\$230	\$230	\$230	\$230	\$165	\$165	\$160
Coquitlam/Port Coquitlam	\$130	\$130	\$130	\$130	\$150	\$150	\$150	\$150	\$150	\$130	\$130	\$130
Delta	\$115	\$115	\$115	\$115	\$130	\$130	\$130	\$130	\$130	\$115	\$115	\$115
Langley	\$110	\$110	\$135	\$135	\$200	\$200	\$200	\$200	\$200	\$130	\$110	\$110
New Westminster	\$125	\$125	\$125	\$125	\$140	\$150	\$150	\$150	\$140	\$125	\$125	\$125
North Vancouver	\$130	\$130	\$130	\$140	\$140	\$140	\$160	\$160	\$160	\$155	\$130	\$130
Richmond	\$170	\$150	\$150	\$140	\$230	\$230	\$260	\$260	\$230	\$155	\$155	\$180
Surrey	\$120	\$120	\$120	\$130	\$140	\$155	\$170	\$170	\$140	\$130	\$120	\$120
White Rock	\$100	\$100	\$100	\$110	\$110	\$140	\$140	\$140	\$140	\$130	\$110	\$110
Downtown Victoria	\$120	\$120	\$120	\$120	\$170	\$200	\$260	\$260	\$180	\$145	\$120	\$120
Greater Victoria*	\$120	\$120	\$120	\$120	\$170	\$180	\$180	\$180	\$180	\$125	\$120	\$120
Castlegar	\$105	\$105	\$105	\$105	\$105	\$115	\$115	\$115	\$115	\$105	\$105	\$105
Cranbrook	\$110	\$110	\$110	\$110	\$110	\$110	\$115	\$115	\$115	\$110	\$110	\$110
Dawson Creek	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Fort St John	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Golden	\$115	\$115	\$115	\$115	\$115	\$115	\$160	\$160	\$120	\$115	\$115	\$115
Kamloops	\$110	\$110	\$110	\$110	\$120	\$120	\$135	\$135	\$125	\$115	\$110	\$110
Kelowna	\$120	\$120	\$120	\$115	\$140	\$155	\$200	\$200	\$160	\$140	\$120	\$120
Nanaimo	\$120	\$120	\$120	\$120	\$140	\$140	\$140	\$140	\$140	\$120	\$120	\$120
Nelson	\$115	\$115	\$115	\$115	\$115	\$115	\$145	\$145	\$145	\$115	\$115	\$115
Penticton	\$95	\$95	\$95	\$95	\$105	\$120	\$170	\$170	\$120	\$110	\$95	\$95
Prince George	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Prince Rupert	\$100	\$100	\$100	\$105	\$105	\$115	\$115	\$115	\$115	\$100	\$100	\$100
Smithers	\$100	\$100	\$100	\$100	\$100	\$105	\$105	\$105	\$105	\$105	\$100	\$100
Terrace	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Vernon	\$100	\$100	\$100	\$100	\$125	\$125	\$125	\$125	\$125	\$110	\$100	\$100
Whistler	\$200	\$210	\$210	\$140	\$140	\$150	\$170	\$170	\$150	\$120	\$140	\$200
Williams Lake	\$105	\$105	\$105	\$105	\$110	\$110	\$110	\$110	\$110	\$110	\$105	\$105
Other Cities Not Listed	\$120	\$120	\$120	\$120	\$125	\$130	\$140	\$140	\$130	\$120	\$120	\$120

\*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay



BRITISH  
COLUMBIA

Ministry of Transportation  
and Infrastructure

SAMPLE

## Letter of Authorization for Contractors

\_\_\_\_\_  
"Date"

To: All Authorized Province of British Columbia  
Travel Industry Suppliers

Re: \_\_\_\_\_  
"Contract Identification Number & Brief Description of Services"

Please be advised that: \_\_\_\_\_  
"Name of Contractor"

is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows:

\_\_\_\_\_ to \_\_\_\_\_  
"Commencement Date" "Completion Date"

The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied.

Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement.

Should you require verification of this information, or if you have any questions, please contact the undersigned  
at \_\_\_\_\_  
"Phone Number"

Thank you for your co-operation.

Yours truly,

\_\_\_\_\_  
"Name of Ministry Contact"

\_\_\_\_\_  
"Position Title"

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(<http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070>)

of 4  
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## INSURANCE SPECIFICATIONS PROFESSIONAL SERVICES INS-132

### LIABILITY INSURANCES including Professional Liability

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

#### 1. ISSUANCE OF INSURANCE

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

#### 2. EVIDENCE OF COVERAGE

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

Evidence shall be as follows:

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

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

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

#### NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

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

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

#### 3. THIRD PARTY LIABILITY INSURANCE

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

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

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

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**4. AUTOMOBILE LIABILITY INSURANCE**

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

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

Professional Liability insurance will be obtained and maintained in force by the Contractor during the Term of this contract and for not less than six years immediately following the Completion Date of this contract. The policy shall contain minimum limits of \$500,000.00 per claim, and \$500,000.00 annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's Sub-contractor and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this agreement. The Ministry may require a separate project policy on certain contracts.

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

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

**6. PROTECTION AND INDEMNITY INSURANCE**

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

**7. AIRCRAFT INSURANCE**

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

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

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

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



BRITISH  
COLUMBIA

Ministry of Transportation  
and Infrastructure

## CERTIFICATE OF INSURANCE

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

154CS1222 As & When Project Management Services for Project Delivery for South Coast Region

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	Policy Dates 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

HD111 (2009/12)

Page 1 of 2

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

**CONDITIONS APPLICABLE TO:  
COMMERCIAL GENERAL LIABILITY**

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

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

**2. Extension of Coverage**

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

**3. Cross Liability**

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

**4. Exclusions Not Permitted**

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

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

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

**5. Products and Completed Operations Hazard**

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

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

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

**1. Additional Named Insured Clause**

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

**2. Loss Payable Clause**

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

**3. Waiver of Subrogation**

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

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

**1. Cancellation**

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

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

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

**1. Cancellation**

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

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## SCHEDULE G – SECURITY SCHEDULE

CONTRACT IDENTIFICATION NUMBER

154 | CS | 1222

### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting



the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### Sensitive Information access control

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### Integrity of Information

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

#### Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

## Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

## Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.



## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"><li>• B.C. driver's licence or learner's licence (must have photo)</li><li>• B.C. Identification (BCID) card</li></ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"><li>• Canadian birth certificate</li></ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"><li>• Canadian Citizenship Card</li><li>• Permanent Resident Card</li><li>• Canadian Record of Landing/Canadian Immigration Identification Record</li></ul>	<ul style="list-style-type: none"><li>• School ID card (student card)</li><li>• Bank card (only if holder's name is on card)</li><li>• Credit card (only if holder's name is on card)</li><li>• Passport</li><li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li><li>• Canadian or U.S. driver's licence</li><li>• Naturalization certificate</li><li>• Canadian Forces identification</li><li>• Police identification</li><li>• Foreign Affairs Canada or consular identification</li><li>• Vehicle registration (only if owner's signature is shown)</li><li>• Picture employee ID card</li><li>• Firearms Acquisition Certificate</li><li>• Social Insurance Card (only if has signature strip)</li><li>• B.C. CareCard</li><li>• Native Status Card</li><li>• Parole Certificate ID</li><li>• Correctional Service Conditional Release Card</li></ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



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In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as "Sensitive Information" for the purposes of this Schedule:

- (a) Archeological Impact Assessments/ Archeological Site Information
- (b) Procurement documents including proposals and proponent information
- (c) Open house feedback and/or public feedback forms
- (d) First Nations negotiation/ consultation documents

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## PRIME CONTRACTOR SCHEDULE

CONTRACT IDENTIFICATION NUMBER

154 | CS | 1222

### DEFINITIONS

1. In this Schedule,

- (a) "Notice of Assignment" means the written notice from the Ministry Contract Manager whether in electronic message or memorandum form and referenced as the "Notice of Assignment", outlining, amongst other things, the scope of the assignment;
- (b) "OHS Regulation" means the Occupational Health and Safety Regulation BC Reg 296/97, as amended
- (c) "Prime Contractor" means a "prime contractor" as defined and described in the Workers Compensation Act (BC) and the OHS Regulation;
- (d) "Site" means the area described in the Notice of Assignment;
- (e) "Specified Area" means the location or locations described as such in the Notice of Assignment;
- (f) "Qualified Coordinator" means a person qualified within the contemplation of the Workers Compensation Act (BC) and the OHS Regulation to discharge the responsibilities of a "qualified coordinator" as described in the Workers Compensation Act (BC) and the OHS Regulation;
- (g) "Site Specific Safety Plan" means an occupational health and safety program that complies with all applicable laws including the Workers Compensation Act (BC) and OHS Regulation;

Any other words having uppercase letters will have the meanings given to them in this Agreement.

### PRIME CONTRACTOR

2. By entering into this Agreement, the Contractor agrees that it is the Prime Contractor for the Site and that it will take all steps or measures necessary to fulfill its obligations, functions and duties as the Prime Contractor including without limitation the following:
- (a) if appointment of a Qualified Coordinator is required under the OHS Regulation, then on appointment of such Qualified Coordinator deliver to the Province written notice of and contact particulars for the Contractor's Qualified Coordinator;
  - (b) in respect of the Assignment implement and at all times maintain a Site Specific Safety Plan that complies with and satisfies the requirements of all applicable laws;
  - (c) ensure that the Site Specific Safety Plan has been implemented and is readily available at the Site;
  - (d) when conditions or activities at any location or locations at the Site affect the workers of more than one employer or where there are overlapping or adjoining work activities by two or more employers, ensure that the Qualified Coordinator coordinates the occupational health and safety activities throughout the Site and that any hazard created by overlapping or adjoining work activities of two or more employers are addressed throughout the duration of such activities;

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## Prime Contractor Schedule

- (e) in the event of an accident or incident that requires notification to the Workers' Compensation Board, at the same time as providing such notification to the Workers' Compensation Board, deliver a copy of such notice to the Ministry, and provide to the Ministry ongoing information, including without limitation, copies of reports prepared at the request of or as may be required for the Workers' Compensation Board, on the progress of any investigation resulting from such notice, accident or incident;
- (f) record, collect and retain all occupational health and safety documentation, including notices, reports, directives and assessments and, on request of the Ministry, make these available to the Ministry, including by providing copies of such notices, reports, directives and assessments; and
- (g) at the Ministry's request from time to time deliver to the Ministry evidence satisfactory to the Ministry of compliance by the Contractor's including compliance of its contractors, subcontractors and other employers in relation to the Site, with the terms of this Agreement relating to occupational health and safety.

### NOTICE OF ASSIGNMENT

- 3. Despite section 2, the Minister may, from time to time, by delivery of Notice of Assignment to the Contractor, appoint a person other than the Contractor as the Prime Contractor in connection with works and activities that may be undertaken and performed at any location or locations comprising the Site.
- 4. The appointment referenced in section 2(a) may be for a period or periods of time, and for such works and activities, and at any one or more locations as specified and described in the Notice of Assignment and the Contractor will not be the Prime Contractor at the location or locations and for the specified period or periods set out in the Notice of Assignment.
- 5. The Contractor will at all times in good faith coordinate and comply with and cause its contractors and subcontractors to coordinate and comply with the occupational health and safety requirements, including requirements to coordinate health and safety activities, of the person identified in the Notice of Assignment as the Prime Contractor.
- 6. The Minister may, from time to time, deliver an updated Notice of Assignment to the Contractor confirming the revocation of the Prime Contractor designation from the person referenced as such in section 2(a) and upon receipt of such notice the Contractor will resume the responsibilities of the Prime Contractor in connection with the Services and this Agreement.
- 7. The Notice of Assignment is an integral part of this Agreement as if set out at length in the body of this Agreement.

### PERMITS, LICENSES, CERTIFICATIONS AND APPROVALS

- 8. The Contractor will obtain, including without limitation renew and extend, maintain in good standing and comply with all permits, licenses, certifications and approvals, including from third parties and regulatory authorities, that may be required in connection with the Services.
- 9. The Contractor will cause the permits, licenses, certifications and approvals contemplated in section 8 to be obtained including without limitation to be renewed and extended, and to be maintained and complied with.

## Schedule H – Tax Verification Schedule

1. In this Schedule:
  - a) **"Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
  - b) **"Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.