



This Agreement,

MADE ON THE

8

DAY OF

JUN

2023

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

Address **342 - 447 Columbia Street, Kamloops BC**
(hereinafter called the "Province")

V2C 2T3

POSTAL CODE

AND: **McElhanney Ltd.**

Address **100 - 8837 201 Street**

Langley, B.C.

(hereinafter called the "Contractor")

V2Y 0C8

POSTAL CODE



Short Description: **Project Supervision on Project 16801-2021, Malahat Corridor Safety Improvements on Highway 1**

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)

2023/02/01

COMPLETION DATE (yyyy/mm/dd)

2026/12/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

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.

- ☒ 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/Detail/ps_7540006302)
- ☐ Schedule G Security Schedule - H1278
- ☒ Schedule H Tax Verification Schedule
- ☒ Notice to Contractors of the BC Provincial Government
- ☐
- ☐

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

AFFIX CORPORATE SEAL BELOW

SIGNATURE OF CONTRACTOR

Scott Hansson
Print Name and Position

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

Paul J. Smith
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 6 (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.

18. 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:

1 DEFINITIONS

Throughout this document, terminology is used as follows:

- "Approved Work" means work performed by the Construction Contractor that meets or exceeds the requirements, terms and conditions of the Construction Contract;
- "Construction Contract" means the legal agreement between the Ministry and the Construction Contractor, defining the works to be built, which the Consultant will be inspecting;
- "Construction Contractor" means the individual or company who has been awarded the "Construction Contract";
- "Consultant" means the successful Proponent to the preceding Request for Proposal who entered into this written Contract with the Ministry;
- "Ministry" means the Ministry of Transportation and Infrastructure (BC MoT);
- "Ministry Contact" means the person identified as such by the Ministry, who is authorized to act on behalf of the Ministry to represent the Ministry in matters related this Contract;
- "Ministry Representative" means the person designated as such by the Ministry to act as its sole judge of the contracted works or services, as to quantity, quality, suitability and progress;
- "Must" or "mandatory" means a requirement that must be met;
- "Quality Assurance" means the process of evaluating overall product or service on a regular basis to provide confidence that the product or service will satisfy the relevant quality standards;
- "Quality Control" means the process of checking specific product or service results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory product or service performance; and
- "Should" or "Desirable" means a requirement having a significant degree of importance to the objectives.

2 LOCATION OF THE SITE

The Project is located on Vancouver Island just north of Victoria on Highway 1 in Malahat area.

The focus of this project is to improve corridor mobility and reliability; as well as improve safety for vehicles, pedestrians and active transportation.

The project supervision assignment is to provide ministry representation, design/contract review if time permits, contract administration, environmental, and Quality Assurance.

The scope of the project includes the following key features:

- Widening the highway for installation of centre median barrier.
- Installation of new roadside barrier and replacement of aging roadside barrier.

- Construction of two new BC Transit stops.
- Limited bridge rehabilitation of an existing structure.
- Intersection improvements including new lighting and channelization.
- Installation of a new enclosed drainage system including new culverts and oil/water grit separator.
- Extensive Active Transportation scope including construction of:
 - A new pedestrian overpass across the highway;
 - A new pedestrian underpass;
 - A new 1.5m wide pathway behind roadside barrier;
 - A new pedestrian footbridge parallel to the highway bridge connecting the pedestrian overpass to the new trail.
- To facilitate the highway widening, the following structures will be constructed:
 - A 50m long cantilever bridge structure supporting the new highway shoulder and trail above the bank of the adjacent river in an extremely constrained area of the project with high rock bluffs and narrow right-of-way;
 - A 150m long concrete retaining wall within the riverbank to support the new highway shoulder;
 - A 40m long upslope retaining structure to avoid excavations encroaching beyond highway right-of-way; and
 - Four small concrete block retaining walls to support the new trail.

In-plant fabrication for QA bridge structures will be provided by others.

It is anticipated that this assignment will start in December 2022 and complete December of 2026.

The Ministry retains the right to seek other sources for work in circumstances where particular tasks cannot be delivered by the Proponent due to availability, resources, project specifications, project continuity, performance results, or monetary restraints such as costs exceeding the contract ceiling or lack of agreement to meet the Ministries project budget.

If an extension of time to the completion date is required the Ministry and the Consultant will negotiate new rates for the work still required to completion.

3 MINISTRY RESPONSIBILITY

The Ministry will:

- provide copies of all relevant Construction Contract documents;
- provide electronic documents containing the design autocad drawings and the design model where applicable, and if available;
- provide all necessary standard Ministry construction record forms and templates, including, but not

limited to:

- H0177 - Work Order / Supplemental Agreement
 - H0008 – Stop Work Order
 - H0228 - Order to Resume Work
 - H0202 - Ministry's Instruction
 - H0358 - Extra Work & Provisional Sum Items - Daily Work Report
 - H0394a - Statutory Declaration-Contractor-Progress Payment/Holdback Release
 - H1080 - Work Notification Lane Closure Request and Approval
 - H0203 - Contractor's Declaration
 - H0428 – Contract Completion Certificate
 - H1108 - List of Subcontractors and Suppliers (including Designated Subcontractors and Designated Suppliers)
 - Templates for Monthly Work Expenditure/Forecast Reports
 - Template for a typical Completion Report and Record Drawings (As-built Drawings)
 - Template outlining the standard Ministry filing system
 - Template for a pre-construction meeting agenda
- approve payments to the Construction Contractor based on progress estimates that have been prepared, reviewed and certified by the Consultant;
 - review and participate in the resolution of any potential claims, disputes or changes that arise in the Construction Contract;
 - approve all Work Orders/Supplemental Agreements for the Construction Contract that have been prepared, reviewed and certified by the Consultant;
 - provide guidance on the preparation of local minor works and services contracts (<\$75,000), BC Bid Contracts (<\$75,000);
 - provide limited training for the Progress Estimate System (PES) for the purpose of producing monthly progress estimates;
 - conduct quality audits of the consulting services provided;
 - make payments to the Consultant for services performed in accordance with the Consulting Services Agreement;
 - make appointments as required under the terms of General Conditions (GC) 5.01 of the Major Works General Conditions;
 - provide environmental auditor that reports to the Consultant Ministry Representative
 - If available provide paving inspectors that report to the Consultant Ministry Representative if Field Services has the availability;
 - Provide in-plant fabrication inspections for QA of bridge structures;
 - Provide office space in the major works contract
 - identify a Safety Advisor, who will be a resource to the Consultant on matters of occupational health and safety for the project; and
 - supplement partially with, or revert wholly to, Provincial resources should that resource become available to the Ministry.

Ministry Contact:

Gary Stewart
Construction Consultant Liaison
Gary.Stewart@gov.bc.ca
Phone: 250-318-5291

4 CONSULTANT'S RESPONSIBILITIES

4.1 The Basic Requirements

In order to meet the basic requirements for this assignment, the Consultant must:

- ensure all Consultant work is timely, cost effective, and of high quality;
- provide all computer data files in a format that is compatible to Ministry's computer software:
 1. Earthwork volumes, if required, with compatible Ministry Engineering software, anticipated that the Ministry will be transitioning from CAICE to Civil 3D;
 2. All other files (Microsoft Office 2010)
- the Consultant is encouraged to provide digital copies of project correspondence in pdf format (i.e. weekly reports, Contractor correspondence, etc.) and maintain filing structure in accordance with the Ministry's standard filing system;
- provide the necessary vehicles, telephones, answering machines, fax machines, computers, office furniture, survey equipment, video cameras, digital cameras (GPS enabled), stationary and other necessary support equipment in order to accomplish the work;
- ensure vehicles are clearly marked and equipped with flashing amber lamps which are in accordance with Ministry standards and may apply for permits using the following link http://www.cvse.ca/flashing_amber.htm ;
- Outfit a field office provided via Major Works contract from which the staff will be based and will be able to conduct their normal day to day work; and
- liaise with the different Ministry supplied staff – safety, geotech, environmental traffic and Engineer of Record (EOR).

4.2 Consultant's Specific Responsibilities

The Consultant must provide services that include retaining the necessary experienced staff in order to monitor, inspect and administer the activities of:

- the Construction Contractor to ensure compliance to the Construction Contract and to ensure the Construction Contractor delivers Approved Work; and
- the Consultant's own activities to ensure compliance to the Ministry's requirements.

The Consultant will provide Ministry Representation for the pre-construction, construction and post-construction phases of the Construction Contract.

To accomplish this work, the Consultant will provide the following:

4.2.1 Quality Management

The Consultant will create and implement a Quality Control Plan (QCP) pertaining to the delivery of the Consultant's services in order to ensure the delivery of a quality, timely and cost-effective product. The QC Plan shall be structured around the ISO 9001:2000 program (although ISO registration is not required).

The Consultant will also create and implement a Quality Assurance Plan (QAP). The QAP will address all items of work, processes and procedures on the Projects. The Consultant will be responsible for QA testing and provide those resources through this contract, CCIL certified lab for concrete and EPS testing if and when required, to ensure the Contractors works are compliant to the Major Works Construction Contract.

4.2.2 Pre-Construction

- review the Construction Contract documents;
- organize and chair a pre-construction meeting;
- document and distribute the minutes of the pre-construction meeting;
- survey the control points to check for accuracy, review survey data requirements
- ensure the Construction Contractor's submittals, as required by the Construction Contract documents, are in place prior to commencement of work; and

4.2.3 During Construction

- administer the Construction Contract in accordance with the General Conditions section of the Construction Contract;
- implement their Quality Assurance Plan designed to ensure conformance to the Standard

Specifications and Special Provisions components of the Construction Contract

- advise the Ministry Project Manager and Ministry Manager immediately of changes in scope, time or budget of the Construction Contract and the Consultant Services Contract with the Ministry.
- **maintain the following, as applicable to the project, on a daily basis:**
 - daily Work (equipment report);
 - project diary;
 - photograph and video documentation of the construction activities; and
 - project files.
- **maintain the following, as applicable to the project, on a weekly basis:**
 - conduct and document weekly construction meetings with the Construction Contractor;
 - weekly construction/quality management status report; and
 - electronically submit the minutes of the weekly construction meeting and weekly construction report to the Ministry Project Manager and Ministry Manager.
- **maintain the following, as applicable to the project, on a monthly basis:**
 - produce monthly progress estimate produced using the Ministry's Progress Estimate System (PES)
 - ensure that all project estimates have full backup documentation which is reproducible by the Ministry or any other party after the completion of the project;
 - conduct a monthly estimate meeting with the Construction Contractor to review/agree on quantities;
 - submit the monthly progress estimate to the Ministry Project Manager for procurement; and
 - negotiate, recommend prepare and submit accurate and timely Supplemental Agreements.
 - produce a monthly Progress Report containing a concise description of the following issues:
 - summary of activities undertaken this month;
 - summary of activities planned for next month;
 - summary of the Contractor's schedule, including anticipated delays with explanation and proposed action plan to remedy;
 - major concerns; and
 - include several representative photos.
 - submit monthly Consultant Expenditure Management Reports (EMR) to the Ministry Project Manager and Ministry Manager along with the following supporting documentation:
 - material cost summary for materials supplied by the Ministry;
 - project progress graph created from the Contractor's cash flow projections;
 - additions, deletions/overrun and underrun summary; and
 - supervision costs tracked and projected to completion.
 - submit monthly (or when required) toolbox meeting to the Ministry Safety Advisor.

4.2.4 Post Construction

- prepare two (2) sets of Construction Completion Reports and submit to the Ministry within sixty (60) days after the Completion Certificate has been issued to the Contractor;
- review and accept the Record Drawings then submit to the Ministry and/or EOR within sixty (60) days after the Completion Certificate has been issued to the Contractor;
- submit to the Ministry Contract Manager in an organized and tidy manner all documentation, records, photographs, drawings, etc. for the project;
- provide the final quantities and progress estimate within sixty (60) days of the Actual Completion Date; and
- arrange and participate in a decommission/site walk through meeting with BC MoT's District appointee's, EOR and Construction Manager.

4.2.5 Consultant Staffing

The Consultant will retain and organize experienced staff to complete the pre-construction, construction, and construction close out phases according to the following criteria:

- provide a Consultant/Construction Manager who will be responsible to the Ministry for sufficiency and accuracy of all services provided by the Consultant, and if required, perform some of the duties of the Ministry Manager as named in the Contract Documents. Upon written approval from the Ministry Contact the Consultant Manager may be the same individual as the Consultant Project Supervisor;
- provide a Consultant Project Supervisor who will be designated as the “Ministry Representative”, as referred to throughout the construction contract; and
- provide additional staff to assist the Construction Project Supervisor with the work. These individuals, Construction Supervisor Assistant(s), will provide support such as survey, inspection of grading-paving-structures, progress estimate development and office administration.

The Consultant will not be permitted to replace, substitute or change any personnel during the term of the Contract without the prior written approval of the Ministry Contact.

For Information Only: Current Approved Personnel	
POSITION	Name
Consultant / Construction Manager	John McKenzie
Quality and Safety Manager	Scott Hansson
Ministry Representative	Jim Taite
Assistant Ministry Representative	Oliver Shrul
Assistant Ministry Representative	Greg Seslja
Assistant Ministry Representative	Kevin Keddy
s.22	

4.2.6 Survey and Quantity Tracking

The Consultant will provide survey services in accordance with the following criteria:

- all survey requirements must be in accordance with the requirements as defined in the Construction Contract documents for such items as:
 - the Consultant shall be satisfied, before commencing any Work, as to the meaning, intent and accuracy of any control points, control lines and benchmarks established by others;
 - should the Consultant discover or suspect any errors in any control points, control lines, benchmarks, and data provided by the Ministry, the Consultant shall at once discontinue the affected work until such errors are investigated and, if necessary, rectified.
- monthly measurements for quantity;
- final measurements for quantity;
- quality assurance of Contractor’s layout to follow the typical section;
- detailed survey for project completion, if requested by the Ministry Contact; and
- all survey information that is provided must be in an acceptable format to the Ministry.

4.2.7 Site Safety

Prior to the pre-construction meeting the Consultant will conduct a risk assessment of the proposed work and disclose to the Contractor.

The Consultant will ensure that all work is performed in accordance with WCB Act and Regulation and Ministry's Standard Specifications Section 135 (SS 135).

Toolbox safety meeting shall be held monthly (or when required for shorter periods) and copies of these

meetings shall be submitted to the Ministry Safety Advisor's Assistant.

The Contracted Ministry Representative will have a complete knowledge, experience and understanding of:

- WCB Act and Regulation;
- Health, Safety and Reclamation Code for Mines in British Columbia (Gravel Pits/Quarry's);
- Ministry's Standard Specifications Section 135 (SS 135);
- Ministry's Health and Safety Program and Policies in the Workplace;
- Ministry's Traffic Management Manual for Work on Roadways; and
- other applicable regulations for the particular work.

The Consultant will implement quality assurance processes on the day to day activities of the Construction Contractor to ensure conformance to the requirements. Any safety issues and concerns will be addressed accordingly and reported to the Ministry Safety Advisor.

Under the requirements of the Workers' Compensation Board's Act and Regulation, the Ministry of Transportation will be the "Owner" and the Consultant will be the Designated Prime Contractor on any Day Labour works that may take place and must have a valid WCB Number.

5 STANDARDS AND MANUALS

The Consultant is required to follow and adhere to the Ministry manuals as set out in the General Reference Documents of the Standard Specifications.

Additional relevant guidelines and manuals include:

- TAC Manual
- Ministry Design Manual
- Soil Testing Manual
- Pavement Marking Manual
- Control of Erosion and Shallow Slope Movement Manual
- General Survey Guide (includes construction survey guide).

This manual is available at the website below:

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/highway-design-survey/geomatics>

6. 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.



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

257 | CS | 1869

McElhanney - Malahat Corridor Hourly Fees		Rate
Consultant / Construction Manager	s.17;	per hour
Ministry Representative	s.21	per hour
Assistant Ministry Rep/Structures Project Supervisor		per hour
Grading & Structural Assistants		per hour
Surveyor / Ground Modelling		per hour
Materials Testing		per hour
Administrative Assistant		per hour
Safety and Quality Manager		per hour
Environmental Advisors/Communicators BIO 3	s.17;	per day

DISBURSEMENTS

Item	Rate	Description
Board and Lodging - Daily rate per person	s.17; s.21	All found, includes meals and accommodation
Board and Lodging - Monthly Rate per person		24 day months. For personal trailers and long-term rentals if available
Vehicles less than 200km per day per vehicle		All found full time onsite.
Travel Expenses		Reimbursements based on receipts
Survey Equipment - GPS, Total Station, Level (Monthly)		All found. Pro-rated at 24 working days per month.
Materials Testing Lab (Monthly)		Unit cost of test or activity as per McElhanney Material Testing Rates 2022. Does not include hourly fees for tester.
Office Costs		Includes cell phones, cameras, computers, software, printer, plotter, and miscellaneous costs for paper, photocopier, computer, and surveying.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly in arrears for work performed to date.

The Ministry considers staff for this contract to be **Field Status Employees** and interpret that the primary focus of the work is in the field, that is not to say that he/she will not be required to perform any office work but is instead incidental to the primary focus of the work. This means that consultant staff are not paid meal allowances or parts of when traveling outside their headquarters or geographic location during the course of their daily duties. The expectation is that they pack lunches for daily. In the event Consultant staff are authorized to overnight outside their geographic location invoice for the applicable Board and Lodging item in the disbursements.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 9,800,000 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.



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.

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.

CONTRACT IDENTIFICATION NUMBER

257 | CS | 1869

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



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"



SAMPLE

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

NAME OF INDIVIDUAL CLAIMING EXPENSES:

CONTRACT IDENTIFICATION NUMBER

257	C S	1869
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REASON / PURPOSE FOR TRAVEL:

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding GST
TOTAL – Excluding GST				\$

* For private vehicle only.

* For private vehicle only.

Meals (No receipts are required. Meals are reimbursed according to rates specified in the Schedule of Reimbursable Expenses.)

[illegible]

Accommodation (Original receipts are required and are subject to daily maximums, as specified in the Schedule of Reimbursable Expenses.)

Date (yyyy/mm/dd)	City	Cost – Excluding GST
TOTAL – Excluding GST		\$

Period Covered (From – To):

TOTAL EXPENSES - Excluding GST \$



LIABILITY INSURANCES

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

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

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

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

Evidence shall be as follows:

- 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 **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

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

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

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **\$5,000,000.00 and \$5,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

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

EXCLUSIONS NOT PERMITTED

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

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

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

DEDUCTIBLES

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

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

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

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

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

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

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

4. AUTOMOBILE LIABILITY INSURANCE

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

5. PROTECTION AND INDEMNITY INSURANCE

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

6. AIRCRAFT INSURANCE

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

7. NOTICE OF CANCELLATION, ETC.

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

8. USE AND OCCUPANCY

Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

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

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description: 257CS1869- Project Supervision on Project 16801-2021, Malahat Corridor Safety Improvements on Highway 1	Brokers' Reference No.
	Award or Effective Date <div style="text-align: center;"> <u>2023-02-01</u> (yyyy/mm/dd) </div>

INSURED	Name _____
	Business Address _____
BROKER	Name _____
	Business Address _____

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

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

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

Print or Type Name

Date (yyyy/mm/dd)

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

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

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

His Majesty the King 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

His Majesty the King 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

His Majesty the King 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 His Majesty the King 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 SECURITY 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 Securities 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.



CONTRACT IDENTIFICATION NUMBER

257 | CS | 1869

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;

- (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.

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.

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.

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.

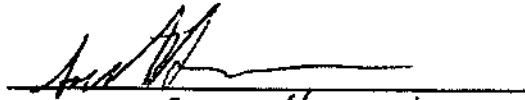
COVID-19 VACCINATION CERTIFICATION

I, being the authorized representative of McElhanney Ltd., pursuant to Contract 257CS1869 (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 3rd day of MARCH, 2023



Print Name: SCOTT HARRISON

Print Title: DIVISION MANAGER

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



Request for Proposals

Project Supervision of Major Works Contract- Malahat Corridor Improvements

Ministry of Transportation RFP Number: RFP-167801 Issue Date: October 4, 2022

Closing Date and Time: Proposals must be received **before 10:00 AM Pacific Time** on: October 25, 2022

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using the submission method below.

Email Submission: Proponents must submit an electronic Proposal by email. Proposals submitted by email must be submitted to gary.stewart@gov.bc.ca in accordance with the instructions at Section 2.4 and Section 6 of this RFP.

Regardless of submission method, Proposals must be received before Closing Date and Time to be considered.

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person using the "enquiries" interface or the email address identified on the "opportunities details" tab on BC Bid, or at the address below. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

OFFICIAL CONTACT:

Gary Stewart, Construction Consultant Liaison
Gary.stewart@gov.bc.ca

Enquiries Deadline: Refer to the "overview" tab within BC Bid. Suppliers' questions to the Official Contact should be submitted before this time. Questions received after the deadline may not be answered.

SUPPLIERS' MEETING:

A Suppliers' meeting **will not** be held.

ENVIRONMENTAL CONSIDERATIONS FOR PROPOSAL DELIVERY:

In consideration of the environment the Province is requesting Proponents to submit an electronic proposal.

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1 SUMMARY OF THE OPPORTUNITY

The Consultant will be required to provide the Ministry with the manpower and resources to administer construction supervision for a Major Works Contract that will include grading, paving and structures for the Malahat Corridor Improvements Project.

The Consultant will provide the Construction Contract Management, Field Services that will include retaining the necessary experienced staff in order to monitor, inspect and administer the activities of the Construction Contractor and materials brought to the site to ensure compliance of the Construction Contract.

In general, the Construction Contractor will provide quality control services and the Consultant will provide quality assurance services.

It is anticipated that this assignment will start in December 2022 and complete May of 2026.

A sample Works and Services for the assignment are included in Appendix A for this RFP.

Unless an exception applies as described in Section 2.30 b), as a condition of Contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see Section 2.30 for further details. As set out in Section 2.30, the Province will be unable to finalize a Contract with a Proponent that is unable to produce a Tax Verification Letter as a part of Contract finalization, if required.

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including Amendments to this RFP;

“Amendment” means a change to this RFP that results in posting an updated version of this RFP requiring Proponents to submit a new Proposal to this RFP as amended;

“BC Bid” means the BC Bid website located at www.new.bcbid.gov.bc.ca;

“Business BCeID” means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca/> for more information;

“Closing Date and Time” means the closing time and date for this RFP as set out in the “RFx general information” section of the “overview” menu tab, and as initially set out on the cover page of this RFP;

“Closing Location” means, as applicable, the hard copy delivery location, email address, or BC Bid for the submission of Proposals as indicated in the “delivery of submissions” section of the “overview” menu tab and as initially set out on the cover page of this RFP;

“Consultant/Contractor” means the successful Proponent to this RFP who enters into a Contract with the Province;

“Contract” means the written agreement executed by the Province and the Contractor as a result of this RFP;

“Construction Contractor” means the individual or company who has been awarded the construction contract;

“Enquiries Deadline” means the preferred cut-off date for Supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered;

“Evaluation Criteria” means mandatory and weighted evaluation criteria.

“Government Electronic Mail System” or “GEMS” means the electronic mail system of the Province;

“Issue Date” means the date this RFP was posted to BC Bid as set out in the “RFx general information” section of the “overview” menu tab, and as initially set out on the cover page to this RFP;

“Ministry” means the ministry of Transportation and Infrastructure (or any subsequent name change for this ministry from time to time), and includes the Province;

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

“Official Contact” means the individual named as the contact person for the Province on the cover page on this RFP and as named on BC Bid in the “opportunities details” menu tab for this RFP;

“Proponent” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal, (see also “You” and “Your”) that submits a Proposal in response to this RFP;

“Proposal” means a written response to the RFP and if required, the Appendix B Submission Declaration Form that is submitted by a Proponent (see also “Submission”)

“Province” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry;

“Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda;

“RFx” has the same meaning as RFP as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisory(ies) associated with submitting a Proposal.

“Submission” as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this RFP has the same meaning as Proposal;

“Submission Declaration Form” means the form so identified and named in this RFP for use with Proposals submitted by email or hard copy delivery if such submission methods are allowed by the this RFP;

“Supplier” means Proponent or potential Proponent, as the context requires;

“should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the Request for Proposals;

“Tax Verification Letter” means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and

payment obligations, which may be required to be produced by a Proponent as a condition of Contract finalization, as described in Section 2.30;

“You” and “Your” as used in any pop-up advisories on BC Bid related to this RFP has the same meaning as Proponent.

2.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in BC Bid, including pop-up advisories, tool tips and other features and functionality of BC Bid and this RFP, including those terms and conditions that follow and that are included in all appendices and any Addenda.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent to bind the Proponent to the statements and representations in the Proponent’s Proposal: (a) For e-mail submissions, by the scanned copy of the completed and signed **Appendix B**; (b) For Proposals submitted via BC Bid with a Business BCeID that is registered to submit the Proposal electronically through BC Bid, by clicking the “I Agree and Submit” button that follows the pop-up advisory associated with submitting the Proposal, is acceptable without additional signature. (c) For Proposals submitted by hard copy to the physical Closing Location, Proponents must submit the completed and signed **Appendix B**.

2.3 Enquiries to Official Contact

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the “enquiries” interface or the email address identified on the “opportunity details” menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date and time for enquiries set out in the RFx general information section of the “overview” tab), will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents. Despite the foregoing, the Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Province may in its sole discretion choose whether to post and such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents.

2.4 Submission of Proposals

a) Proposals must be submitted before Closing Date and Time to the Closing Location using one of the submission methods set out on the cover page of this

RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.

b) For electronic submissions (BC Bid or email), the following applies:

(i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before the Closing Date and Time;

(ii) The maximum size of each attachment must be 20 MB or less for emails and 500 MB or less for BC Bid uploads (Proponents are solely responsible for ensuring that email and BC Bid Proposal submissions comply with these size restrictions;

(iii) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. However, the Proponent may submit multiple emails, for example, if the email exceeds the permitted maximum size by the server (BC Bid upload or multiple emails for the same opportunity) Proponents should identify the order and number of emails making up the email Proposal submission (e.g. “email 1 of 3, email 2 of 3...”);

(iv) For email Proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the Proposal if the Province is unable to determine what documents constitute the complete Proposal;

(v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

c) Proponents are encouraged to become a registered e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Proposals on BC Bid. Using the Business BCeID of a subcontractor is not acceptable. BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Proponents should refer to the BC

Bid website for further information. For email or hard copy Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in Section 2.10, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.

- d) For email Proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, this RFP number and the project or program title.
- e) The Province strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before Closing Date and Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the Province may allow for email Proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before Closing Date and Time. If the Government Electronic Mail System rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after Closing Date and Time. The Proponent is strongly advised to contact the Official Contact immediately to arrange for an alternative submission method if:
 - (i) the Proponent's email Proposal submission is rejected by the Government Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email and all attachments within a half hour of the time the email Proposal submission was sent by the Proponent.
- h) An alternate submission method may be made available, at the Province's discretion, commencing one half hour before the Closing Date and Time, and it is the Proponent's sole responsibility for ensuring that a complete Proposal (and all attachments) submitted using an approved alternate submission method is

received by the Province before the Closing Date and Time. The Province makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's Proposal is received before Closing Date and Time.

- i) Submitting through BC Bid may afford the Proponent with tooltips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Proponents that nonetheless elect to use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Proponent elect to use submission methods (if allowed) other than submitting through BC Bid, the Proponent consents to the Province taking such steps that are necessary to input information from Proponent's Proposal into BC Bid for evaluation purposes.

2.5 Additional Information

All Addenda will be sent to Proponents at the contact information provided. Proponents are strongly encouraged to ensure that contact information is up to date.

2.6 Late Proposals

Proposals will be marked or stamped with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Date and Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

2.7 Proposal Irrevocability

Proposals will be open for acceptance and irrevocable for at least 90 days after the Closing Date and Time.

2.8 Firm Pricing

Without limiting any terms or conditions set by the Province in this RFP, the following terms and conditions apply to pricing for this RFP:

- a) Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.
- b) Regardless of the allowed Proposal submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is stated, whether or not the Proponent is required to provide a sum total of that unit pricing, so long as all of the required unit pricing

components are proposed, if the Proponent has made a mathematical error in adding up the sum total of all required unit pricing, then and in that event the Province will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.

2.9 Completeness of Proposal

By submitting a Proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

2.10 Changes to Proposals

(a Unless this RFP otherwise provides, Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

(b Upon Closing Date and Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the Province for purposes of clarification.

(c For Proposals submitted by email and for hard copy Proposals submitted to the physical Closing Location, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time.

(d When the Proposal is submitted by email, the Proponent will also comply with the process set forth in Section 2.4 (g to change, amend or withdraw its proposal.

(e For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previously submitted Proposal using the "other actions" menu and submit a new and complete Proposal. The amended Proposal will constitute an entirely new and replacement Proposal and the former Proposal will not be retained on BC Bid. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the Province for purposes of clarification.

(f For Proposals submitted through BC Bid, the Proponent will need to go to the "submission history" tab and select "submission withdrawn" from the dropdown in the "withdrawn" column of the table on that screen. This must be done before the Closing Date and Time or the Proposal

will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.

(g In lieu of amending or withdrawing a Proposal in accordance with above subsection e) or f) as applicable (instances where the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection g) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

(h If for any reason a Proponent wishes to change the contact person or key personnel that was proposed in response to Section 5.1 ("Capabilities") the Proponent will submit a written request to the Province for approval of the change no later than 120 hours prior to the Closing Date and Time. The Proponent will include in such written request the reason for the proposed change, a comprehensive description of the proposed change, the full name(s) of the person(s) involved with the proposed change, and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities of the individuals involved in the proposed change to demonstrate that the proposed change, if permitted, would result in the Proponent meeting or exceeding, in the sole opinion of the Province, the suitability, qualifications, experience, and abilities of the Proponent and its team members considered as a whole before the proposed change. The Proponent will provide such further information and documentation as the Province may request in the Province's discretion for the purpose of considering any such request, and any such additional information and documentation, including the request for a proposed change, may in the discretion of the Province be included in the evaluation of the Proponent's Proposal.

The Province may, in its discretion, by written notice refuse or permit the proposed change to the contact person or key personnel. Any permission of the Province may be on such terms and conditions as the Province may consider appropriate in its sole discretion. Such a change may not automatically render a Proponent ineligible so as to be disqualified from the competitive selection process. The Province's decision in its discretion as to whether or not to permit the proposed change will be final and binding.

2.11 Conflict of Interest/No Lobbying

- a) By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favour the Proponent with respect to the procurement process. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest unfair advantage or reasonable apprehension of bias that would favour the Proponent and thereby import unfairness into the procurement process. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Official Contact prior to submitting a Proposal
- b) A Proponent must not attempt to influence the outcome of this RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

2.12 Subcontractors

- a) Unless this RFP states otherwise, the Province will accept Proposals where more than one organization or individual is proposed to deliver the services described in this RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.

- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Official Contact prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of this RFP.
- d) Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Province.

2.13 Information Disclaimer

While the Province has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP, its appendices, schedules and all additional and subsequent documentation and information in whatever form provided by the Province to Proponents is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP, its appendices, schedules and all additional and subsequent documentation and information in whatever form provided by the Province to Proponents is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.14 Evaluation

- a) Proposals will be assessed in accordance with the Evaluation Criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any

investigations or to otherwise verify any statements or representations made in a Proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

2.15 Contract

- a) By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.
- c) Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.) If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- d) If a Supplier has any questions about the form of contract, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested vendors and Proponents should carefully review the entire RFP, including these RFP process rules, including sections 2.2 and 2.3.

2.16 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the Province within thirty days of

notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate this RFP process and not enter into a Contract with any of the Proponents.

2.17 Debriefing

At the conclusion of this RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

2.18 Limitation of Liability and Proponent Expenses

By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

Notwithstanding the foregoing, nothing in this section shall limit the right of a Proponent to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with the Province. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the Province, the Province reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its .

2.19 Liability for Errors

While the Province has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents

from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

2.20 No Commitment to Award

This RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. This RFP does not commit the Province in any way to award a Contract.

2.21 No Implied Approvals

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.22 Legal Entities

The Province reserves the right in its sole discretion to:

- a) disqualify a Proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's Proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

2.23 Reservation of Rights

In addition to any other reservation of rights set out in this RFP, the Province reserves the right, in its sole discretion:

- a) to modify the terms of this RFP at any time prior to the Closing Date and Time, including the right to cancel this RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of this RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;

- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of this RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in this RFP by other means or do nothing.
- h) to exclude a Proponent from participation in this RFP, at any point in this RFP process, where there is supporting evidence, on grounds of Proponent:
 - i. bankruptcy;
 - ii. false declarations or misrepresentations;
 - iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Province;
 - iv. final judgments in respect of serious crimes or other serious offences;
 - v. engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act;
 - vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; and
 - vii. failure to pay taxes.

2.24 Ownership of Proposals

All Proposals and other records submitted to the Province in relation to this RFP become the property of the Province and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

2.25 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

2.26 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a Proposal.

2.27 Alternative Solutions

If more than one approach to deliver the services described in this RFP are offered, Proponents should submit the alternative approach in a separate Proposal.

2.28 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to this RFP and used by the Province for the purposes set out in this RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such

request being made, Proponents will immediately supply such originals or copies to the Province.

2.29 Trade Agreements

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement;
- b) New West Partnership Trade Agreement;
- c) Canadian Free Trade Agreement;
- d) Canada-European Union Comprehensive Economic and Trade Agreement;
- e) Canada-UK Trade Continuity Agreement;
- f) World Trade Organization Agreement on Government Procurement; and
- g) Comprehensive and Progressive Agreement for Trans-Pacific Partnership [select if For more information, Proponents may contact the Official Contact.

2.30 Tax Verification Letter

- a) As a condition of Contract finalization as described in Section 2.14, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent and proceed as described in Section 2.14.
- b) A Tax Verification Letter will not be required if:
 - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
 - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.
- c) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

3 OVERVIEW

3.1 Ministry Responsibility

The Ministry of Transportation and Infrastructure plans transportation networks, provides transportation services and infrastructure, develops and implements transportation policies, leads emergency management and administers related acts and regulations.

Provincial Field Services Branch of the Ministry of Transportation & Infrastructure will be administering the Consultant Services Contract. Sample Works and Services in Appendix A will provide further details.

3.2 Background

The Project is located on Vancouver Island just north of Victoria on Highway 1 in Malahat area.

The focus of this project is to improve corridor mobility and reliability; as well as improve safety for vehicles, pedestrians and active transportation.

3.3 Scope

Provincial Field Services of the Ministry of Transportation and Infrastructure wishes to retain a Consultant to provide project supervision/contract administration of major works contract for project 16801, Malahat Corridor Improvements on Hwy 1.

The scope of the project includes the following key features:

- Widening the highway for installation of centre median barrier.
- Installation of new roadside barrier and replacement of aging roadside barrier.
- Construction of two new BC Transit stops.
- Limited bridge rehabilitation of an existing structure.
- Intersection improvements including new lighting and channelization.
- Installation of a new enclosed drainage system including new culverts and oil/water grit separator.
- Extensive Active Transportation scope including construction of:
 - A new pedestrian overpass across the highway;
 - A new pedestrian underpass;
 - A new 1.5m wide pathway behind roadside barrier;
 - A new pedestrian footbridge parallel to the highway bridge connecting the pedestrian overpass to the new trail.
- To facilitate the highway widening, the following structures will be constructed:
 - A 50m long cantilever bridge structure supporting the new highway shoulder and trail above the bank of the adjacent river in an extremely constrained area of the project with high rock bluffs and narrow right-of-way;

- A 150m long concrete retaining wall within the riverbank to support the new highway shoulder;
- A 40m long upslope retaining structure to avoid excavations encroaching beyond highway right-of-way; and
- Four small concrete block retaining walls to support the new trail.

In-plant fabrication for QA bridge structures will be provided by others.

Environmental Auditor to liaise with the Consultant Ministry Representative will be provided by the Ministry.

Further Project information can be found in Appendix C Project Documents, these documents are confidential and are to be used only by the firms staff that are preparing the proposal.

It is anticipated that this assignment will start in December 2022 and complete May of 2026.

4 CONTRACT

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules and RFP process rule section 2.14.

4.1 Contract Terms and Conditions

It is anticipated the term of this contract will start the fall of 2022 and complete in the spring of 2026.

4.2 Service Requirements

The Consultant's responsibilities will be as stated in RFP Appendix A – Contract Document attachment - Sample Works/Services Schedule.

The Ministry's responsibilities will be as stated in RFP Appendix A – Contract Document attachment - Sample Works/Services Schedule.

5 REQUIREMENTS

In order for a Proposal to be considered, a Proponent must clearly demonstrate that it meets the mandatory criteria set out in Section 7.1 (Mandatory Criteria) of this RFP.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their Proposals in respect of the weighted criteria set out in Section 7.2 of this RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province's expectations.

The Proposal must be submitted in the electronic equivalent format compatible with Microsoft Office or Adobe Acrobat.

Please address each of the following items in your Proposal in the order presented.

5.1 Technical Proposal

The proponent is encouraged to be innovative in their approach to this assignment by providing good value for money while still completing all the required services. For instance, if they have capacity to provide technical equipment that will reduce costs and improve the efficiency of the staff allocated to this assignment. Also, establishing a point of assembly close to the worksite that will reduce travel costs and overall crew efficiency or designating appropriate crew sizes for complexity and phases of the works, innovation of mentoring new or young staff or local hiring. These kinds of innovations will be reviewed in the evaluation to select the successful consultant.

The Technical Proposal File shall not contain any fee information. The Technical Proposal File shall contain the following information and shall comply with the following headings:

5.1.1 UNDERSTANDING OF ASSIGNMENT AND DETAILED METHODOLOGY

The work can be classified into three phases:

- a. Pre-construction,
- b. Construction
- c. Post construction

The Proponent is to provide a description of the work methodology proposed to fulfil the requirements of the Assignment. Some of the issues that should be addressed are:

- **Key issues/site constraints** - Demonstrate an understanding of the project scope and requirements specific to this assignment for Ministry Representative & Construction Contractor.
- **Methodology** – Proponent’s method of providing Ministry Representative and Quality Assurance responsive to the Contractor’s schedule and work

The rating of this category will consider:

- The thoroughness and clarity in demonstrating an understanding of each individual issue and objective that relate to this project.
- Degree of knowledge demonstrated by the Proponent, for work associated with the Project.

5.1.2 PERSONNEL EXPERIENCE & ORGANIZATION

The Proponent’s responses to the RFP will identify the individuals proposed for this assignment. If the respondent’s key staff identified in the RFQ response change for this RFP response, reasons why the proposed changes are required and evaluation of the RFP will be based on the effect these changes have.

The Consultant will not be permitted to replace, substitute or change any personnel during the term of this project without the prior written approval of the Ministry Contact.

The Ministry considers the following as key staff:

- Consultant/Construction Manager

- Ministry Representative/ Grading, Paving & Structures Project Supervisor
- Assistant Ministry Representative(s)
- Surveyor & Ground Modelling for quantities

The Proponent will present a list of backup personnel and what role they would provide, in the unlikely event of any availability problems with the originally proposed staff. Provide a brief description of their experiences and how they may relate to this request.

Provide details of the proposed organizational structure for the project including but not limited to:

- Manpower allocation - Provide an accounting of the site specific duties that will be performed by each of the staff. Provide details of roles of the key personnel on past projects that are relevant to this project. It is anticipated the Ministry will provide paving supervision but because the paving will take place so late in the works the RFP asks for the Proponent to name a paving inspector. The Consultant will be responsible for providing QA Testing.
- Provide a discussion on the team structure and how they will be organized considering the complexity the schedule of this request.
- Resumes of all proposed key personnel are to be appended to the technical proposal.

The rating of this category will consider:

- The relevance of the past experiences of the key personnel to the tasks involved in this particular Project.
- The allocation, structure and organization of the on-site crew for the complexity of this project.

5.1.3 RESOURCES & SCHEDULING

Provide details of the quality and quantity of resources available to the firm including computer hardware and software, specialized equipment, technical support staff, administrative support staff, etc.

Please confirm your firm can meet the schedule by indicating the availability of the key personnel over the course of the project.

Comment on any innovative methods that the Proponent will utilize to deliver the Ministry a cost effective implementation of this Assignment.

Provide a work plan of the personnel assigned to the project with the % of effort required on the tasks to be undertaken.

Provide details of any items that the firm considers beyond its control that may affect the work plan.

Provide details of the schedule control process for the work plan to be used by the firm.

Sample Work Plan Table:

Mile 28 SUPERVISION PHASE / TASK	STAFF TIME (expressed as % of effort)					
	Contract Manager	Ministry Representative	Assistant Supervisor Grading/Structures/ Paving	Surveyor	Support Site Staff/ admin/Safety, QA Testing	Total %
Pre-Construction						
Task						
Second Task						
Construction						
First Task						
Second Task						
Post-Construction						
First Task						
Total Person Involvement (expressed as % of effort)						

The rating of this category will consider:

- The relevance and quality of the suggested resources to the tasks involved in this particular Project and its complexities.
- Relevance of the work plan to the assignment requirements.
- Degree of innovation demonstrated by the Consultant while still demonstrating quality workmanship.

5.1.4 QUALITY MANAGEMENT

The Ministry's expectation with regard to the Consultant's Quality Management implementation is twofold:

- 1) Internal Quality Management- regarding the firm's monitoring of its own quality of work.
- 2) Project Quality Management – regarding the firm's implementation of its Quality Assurance role within the Major Works Contract.

Provide details of the firm's internal Quality Management, which will include such items as discussion of the QM activities the firm will provide to ensure quality workmanship from the staff in the field, quality deficiency responses, roles and responsibilities, and Consultant/Ministry dispute resolution processes.

Provide a description of the site specific Quality Management processes and procedures that will be utilized in the field for this specific project. Include how QA testing will be performed and by who, identification of quality management personnel, their roles and responsibilities and quality deficiency responses.

Quality Assurance testing for all materials and processes for the works will be the responsibility of the Consultant except as indicated in Section 3.3 Scope.

The rating of this category will consider:

- The firm's knowledge of Quality Management, the description of implementation of internal and project QM and the staff named.
- Relevance of the quality Management Plan to the assignment requirements.

5.2 Price

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) inclusive of duty, FOB destination, and delivery charges where applicable; and
- c) exclusive of GST and inclusive of any other applicable taxes.

5.3.1 GENERAL

Remuneration will be by negotiated Fees and Expenses. The Consultant will provide a suggested schedule of payments tied to the deliverables. All bid prices or costs shall be exclusive of GST, but will be included on invoices of the preferred Proponent.

The Financial Proposal File shall contain the Consultants Fees and Expenses proposal for construction contract project supervision field services. This file shall contain a completed fees and expenses proposal identifying tasks, task hours, personnel assigned to the tasks and hourly charge out rates. This file shall contain a breakdown of all disbursements and sub-consultant costs.

The Financial Proposal File will be opened after the evaluation of Technical Proposal and will form part of the contract negotiations with the preferred Proponent. After Award to the successful Proponent, the Financial Proposals for all unsuccessful Proponents will be deleted unopened.

5.3.2 SUMMARY OF TASKS AND PERSONNEL HOURS

For each project phase, provide (in tabular form) a list of personnel assigned to each task, an estimate of hours, the associated hourly charge-out rate and the extension of cost.

5.3.3 BREAKDOWN OF MARK-UP

Provide a detailed breakdown of each cost component within the corporate mark-up(s) applied to staff, full-time, part-time or contracted. Identify regulated overhead (WCB, income taxes, etc.), benefits (medical, dental, insurance, etc.), vacation allowances, head office overhead (provide a detailed breakdown within this category), profit, etc.

Ensure that an element such as survey and field computer equipment that is directly chargeable to the project is not also included within any of the mark-up components.

5.3.4 DISBURSEMENTS ITEMIZED

Provide an itemized breakdown of the expected disbursement costs (rentals, consumables, etc.). The personnel charge-out rates given above are to cover all mark-ups, including payroll burden, overheads, and profit excepting charges listed as disbursements.

Disbursement costs include, without limitation, the follows:

- Meals and accommodation costs – per Schedule of Reimbursable Travel Expenses, Group 1. Meals and accommodations are to be claimed up to thirty days for the staff that will be on site full time, after which the applicable board and lodging allowance will be claimed.
- Document reproduction costs.
- Survey or supervision field office rental and associated costs.
- Vehicles – an all found monthly rate for full time onsite vehicles.
- Use of special equipment and lab costs.
- Long distance calls.
- Sub-consultant costs
- Other expenses reasonably incurred.

Travel disbursements shall be costed at rates not to exceed those shown for Group 1 employees.

To determine the Payment Schedule, the detailed disbursements are to be combined into a series of lump sums for fixed costs and time-based payments for variable costs, generally in accordance with the following guidelines:

- Deliverable-based: a series of lump sums representing all disbursement costs incurred for work performed in providing a deliverable to the Ministry. (e.g. If a deliverable is the Original Ground model, roll all the associated travel, survey, computer, plotting, etc. expenses into one lump sum, to be paid when the OG model is complete and delivered to the Ministry)
- Mobilization/Demobilization: including getting staff to and from the Site, setting up office, and all other one-time costs. Paid 50% in; 50% out or as otherwise agreed between the Parties.
- Travel and living out allowances: one or more per-person monthly, weekly, or daily rate, as appropriate to the duration of the contract, also billable for non-working time when the staff remain active on the project (i.e. during weekends and statutory holidays but not during vacation or return to headquarters leaves.)
- Trips to/from Site: a lump sum cost per round trip for Consultant Manager or part time Project Staff. Full time Project Staff will not be entitled to claim for trips to and from Headquarters (note that the initial and final trips for Site staff are included within Mobilization.)
- Office will be part of the Major Works Contract so only include site variable expenses (such as paper, survey equipment, computers, stakes, etc.): one or more monthly, weekly, or daily lump sum rates, as appropriate to the duration of the contract.
- Sub-consultants: at cost, to an agreed maximum.

5.3.5 SUBCONTRACTORS

In the event the Consultant requires sub-contractors to do testing or other duties, these shall be detailed in the fee schedule and shall be a flow through direct cost to the Ministry, with no mark up by the consultant. Such charges will be reimbursed to a negotiated upset value.

6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all technical requirements in this RFP in order to receive full consideration during evaluation.

6.1 Technical Submission Format

The technical submission format should commence with the signed cover page (see Section 7.1 Mandatory Criteria), with the format, sequence, and instructions as follows:

- a) Table of contents including page numbers.
- b) A short (one or two page) summary of the key features of the Proposal.
- c) The body of the Proposal, excluding pricing, i.e. the “Proponent Response”.
- d) Appendices, appropriately tabbed and referenced.
- e) Identification of Proponent (legal name)
- f) Identification of Proponent contact person (if different from the authorized representative) and contact information.

All pages should be consecutively numbered.

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

Details of the required content of the Proposal are detailed in Section 5.1 of this RFP. The main body of the proposal answering the desirable criteria should be no more than 35 pages. using a minimum font size of 11 on 8 ½ by 11 sheets and total size of Proposal including appendices should not exceed 80 pages.

6.2 Email Submission Format (Two-Envelope Submission)

6.2.1 GENERAL

Always in accordance with Section 2.4, the Proposal email(s) should include this RFP number, abbreviated Project Name, and Proponent organization name in the subject line. Example Subject Line: RFP-16801– Malahat Corridor Improvements– Proponent’s Name. The Proponents’ email submission package shall contain minimum two separate documents/attachments - one for technical submission and one for the price submission.

6.2.2 SUBMISSION NO.1 – TECHNICAL SUBMISSION

One (1) electronic copy of the technical submission shall be submitted in PDF format that clearly identifies itself as the technical submission and should include this RFP Number and Proponent organization name in the attachment name. The electronic copy should be formatted on an 8.5” x 11” sheet except for one 11” x 17” sheet allowed to showcase the Work Plan in Section 5.1.3 Resource & Schedule. Where practical, text should be 1.5 line spaced and not smaller than 11-point typeface. DO NOT enclose pricing information in submission No.1

6.2.3 SUBMISSION NO.2 – PRICE SUBMISSION

One (1) electronic copy of the price submission shall be submitted in PDF format that clearly identifies itself as the price submission and should include this RFP Number and Proponent organization name in the attachment name. The electronic copy should be formatted on 8.5” x 11” or 11” x 17”. The electronic copy should be encrypted with password protection that prevents the attachment from being opened. Do not enclose the password in the email submission. After evaluation of the technical submissions the Ministry will contact the preferred Proponent’s contact person in writing and request the password for the preferred Proponent’s price submission. Should the Proponent fail to password protect their price submission or they fail to submit the price submission in a separate envelope or attachment, the price submission may, at the Ministry’s discretion, be accepted. However, the Ministry does not in

any way whatsoever guarantee and makes no representation or warranty whatsoever to the Proponent as to the confidentiality of the information. Failure to password protect the price submission or failure to submit the price submission in a separate envelope or attachment does not invalidate the Proponent's Proposal.

After evaluation of the technical submissions, Envelope No.2 of the preferred Proponent will be opened by the Province. The Province will delete the other Proponents' Envelope No.2 after the preferred Proponent has signed a Consulting Services Contract.

7 EVALUATION

Evaluation of Proposals will be by a committee formed by the Province and may include employees and contractors of the Province and other appropriate participants

The Province's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of this RFP, including mandatory and weighted criteria.

7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The Proposal must be received at the Closing Location before the Closing Date and Time.
The Proposal must be in English.
The Proposal must be submitted using one of the submission methods set out on the cover page of this RFP and in accordance with Section 2.2 and 2.4.
The Proposal must include a copy of Appendix B that is signed by an authorized representative of the Proponent pursuant to the email delivery requirements.

7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria

Weighted Criteria	Weight
Section 5.1.1 Understanding of Assignment & Methodology	20%
Section 5.1.2 Personnel Experience & Organization (sub-consultants included)	50%
Section 5.1.3 Resources & Scheduling	20%
Section 5.1.4 Quality Management	10%
TOTAL	100%

7.3 Tie Breaker

If there is a tie between one or more Proponents, then the Proponent with the highest score in the Personnel Experience & Organization category set out in section 5.1.2 will be considered the lead Proponent. If after the foregoing a tie remains between one or more Proponents, then the Proponent with the highest score in the category set out in section 5.1.3 will be considered the lead Proponent. If after all of the foregoing, there remains a tie between one or more Proponents, then in that event, the tie shall be finally broken by utilizing www.random.org/lists/. All tied Proponents authorize the Province to utilize www.random.org/lists/ and the tied Proponents' names in relation to randomly generating the lead Proponent using www.random.org, which will be deemed the final and conclusive method to break the tie.

The Province will enter the tied Proponent names into the www.random.org/lists/ application (in no particular order) and select the button "randomize" once. The order returned will be used to rank the tied Proponents. For further clarity, the Proponent that is assigned number "1" will become the lead Proponent. The order assigned to the tied Proponents by www.random.org/lists/ shall also serve as the order of Proponents for the purpose of this RFP, including in relation to section 5.1.

The Official Contact will notify all tied Proponents in the event of a tie and offer all tied Proponents the opportunity to witness the tie breaking procedure. In such a case, all tied Proponents consent to their respective identities being made known to each other and consent to the tiebreaking procedure being conducted and broadcast through, at the option of the Province: video conferencing technology; or in person, or some combination thereof.

7.4 Reference Check

The Province may conduct reference checks on the Proponent and the resources, if applicable, proposed by the Proponent.

The Proponent, on request by the Province, will provide references for itself and for each proposed resource that corroborates the relevant work experience.

References need to be from a party that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name of reference;
- b) Current contact name, position, mailing address, telephone number and email address of the reference;
and
- c) Brief description of work performed by the Proponent and the resources, if applicable.

Failure to provide the references will result in the Proponent and resource, if applicable, failing the reference check. Reference checks will be conducted, on a pass-fail basis, on the Proponent and resource, if applicable. The Province reserves the right to reject the Proponent and any resource whose references, in the Province's sole opinion, are deemed to be unsatisfactory.

In addition, the Province reserves the right to contact and use references pertaining to the Proponent and resource, if applicable, that are not among those references provided to the Province (including obtaining a substitute referee from the same reference company) by the Proponent.

The Province reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in the Province's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the Province, including any reservation of rights set out in section 2.23 of this RFP.

RFP Appendix A – Contract Form

ANY AMENDMENT ISSUED BY THE PROVINCE REQUIRES THE PROPONENT TO SUBMIT A COMPLETE REPLACEMENT PROPOSAL BEFORE THE CLOSING DATE AND TIME AS THE PREVIOUSLY SUBMITTED PROPOSAL WILL BE AUTOMATICALLY DELETED FROM BC BID AND WILL BE DEEMED TO HAVE NOT BEEN SUBMITTED.

IF THE PROVINCE MAKES A CLERICAL ERROR IN PREPARING THIS RFP ON THE BC BID PLATFORM, INCLUDING, BUT NOT LIMITED TO, PUBLICLY POSTING AN RFP THAT WAS ONLY MEANT FOR QUALIFIED RESPONDENTS, AND THE PROVINCE CORRECTS THAT CLERICAL ERROR BEFORE THE CLOSING DATE AND TIME, IF A PROPONENT HAS TAKEN MATERIAL ADVANTAGE OF THE CLERICAL ERROR BEFORE THE CORRECTION IS MADE, THEN THE PROVINCE MAY, AT ITS DISCRETION, DISQUALIFY THE PROPONENT OR REQUIRE IT TO SUBMIT AN AMENDMENT TO ITS PROPOSAL.

THE PROPONENT REPRESENTS AND WARRANTS TO THE PROVINCE that by submitting a Proposal the Proponent agrees to all of the terms and conditions of this RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its Proposal.
- d) By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Province as per the listed contract documents.

Workers' Compensation Board

The Contractor and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to starting work, a WCB Clearance Letter indicating that all WCB assessments have been paid is required.

Insurance Requirements

Any contract resulting from this Request for Proposal will require the Contractor, without limiting its obligations or liabilities and at its own expense, to purchase and maintain throughout the term of the Contract the insurance as required in the Insurance Specifications INS-80 with insurers authorized to do business in British Columbia and Canada. Insurance requirements are not negotiable.

The Contractor will provide the Province with evidence of the required insurance, in the form of a completed Ministry of Transportation and Infrastructure Certificate of Insurance form H0111, which is also attached. Compliant evidence of insurance is to be provided prior to any work beginning under this Contract.

Contract Documents

Please refer to the following attachments that will be submitted via BC Bid:

- Consulting Services Contract H0461
- Works/Services Schedule H0461a
- Payment Schedule H0461b
- Schedule of Reimbursable Travel Expenses (Group I) H0461c;
- Insurance Specifications INS-80
- Notice to Contractors INS-Notice
- Prime Contractor H1322
- Schedule H – Tax Verification Schedule



This Agreement,

MADE ON THE _____ DAY OF _____.

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

Address

(hereinafter called the "Province")

POSTAL CODE

AND:

Address

(hereinafter called the "Contractor")

POSTAL CODE

Short Description:

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)

COMPLETION DATE (yyyy/mm/dd)

ATTACHED SCHEDULES MARKED "☒" FORM PART OF THIS CONTRACT

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.

- ☒ 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/Detail/ps_7540006302)
- ☐ Schedule G Security Schedule – H1278
- ☐ Schedule H Tax Verification Schedule
- ☒ Notice to Contractors of the BC Provincial Government
- ☐
- ☐

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

AFFIX CORPORATE SEAL BELOW

SIGNATURE OF CONTRACTOR

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

Print Name and Position

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 6 (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.

18. 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:

1 DEFINITIONS

Throughout this document, terminology is used as follows:

- "Approved Work" means work performed by the Construction Contractor that meets or exceeds the requirements, terms and conditions of the Construction Contract;
- "Construction Contract" means the legal agreement between the Ministry and the Construction Contractor, defining the works to be built, which the Consultant will be inspecting;
- "Construction Contractor" means the individual or company who has been awarded the "Construction Contract";
- "Consultant" means the successful Proponent to the preceding Request for Proposal who entered into this written Contract with the Ministry;
- "Ministry" means the Ministry of Transportation and Infrastructure (BC MoT);
- "Ministry Contact" means the person identified as such by the Ministry, who is authorized to act on behalf of the Ministry to represent the Ministry in matters related this Contract;
- "Ministry Representative" means the person designated as such by the Ministry to act as its sole judge of the contracted works or services, as to quantity, quality, suitability and progress;
- "Must" or "mandatory" means a requirement that must be met;
- "Quality Assurance" means the process of evaluating overall product or service on a regular basis to provide confidence that the product or service will satisfy the relevant quality standards;
- "Quality Control" means the process of checking specific product or service results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory product or service performance; and
- "Should" or "Desirable" means a requirement having a significant degree of importance to the objectives.

2 LOCATION OF THE SITE

The Project is located on Vancouver Island just north of Victoria on Highway 1 in Malahat area.

The focus of this project is to improve corridor mobility and reliability; as well as improve safety for vehicles, pedestrians and active transportation.

The project supervision assignment is to provide ministry representation, design/contract review if time permits, contract administration, environmental, and Quality Assurance.

The scope of the project includes the following key features:

- Widening the highway for installation of centre median barrier.
- Installation of new roadside barrier and replacement of aging roadside barrier.

- Construction of two new BC Transit stops.
- Limited bridge rehabilitation of an existing structure.
- Intersection improvements including new lighting and channelization.
- Installation of a new enclosed drainage system including new culverts and oil/water grit separator.
- Extensive Active Transportation scope including construction of:
 - A new pedestrian overpass across the highway;
 - A new pedestrian underpass;
 - A new 1.5m wide pathway behind roadside barrier;
 - A new pedestrian footbridge parallel to the highway bridge connecting the pedestrian overpass to the new trail.
- To facilitate the highway widening, the following structures will be constructed:
 - A 50m long cantilever bridge structure supporting the new highway shoulder and trail above the bank of the adjacent river in an extremely constrained area of the project with high rock bluffs and narrow right-of-way;
 - A 150m long concrete retaining wall within the riverbank to support the new highway shoulder;
 - A 40m long upslope retaining structure to avoid excavations encroaching beyond highway right-of-way; and
 - Four small concrete block retaining walls to support the new trail.

In-plant fabrication for QA bridge structures will be provided by others.

Further Project information can be found in Appendix C Project Documents.

It is anticipated that this assignment will start in December 2022 and complete May of 2026.

Based on the RFQ responses, the Ministry has selected three Proponents to receive the RFP. The Ministry intends to select one Proponent based on the evaluation of the RFP responses, who may then be invited to enter into a Contract for provision of the services.

The Ministry retains the right to seek other sources for work in circumstances where particular tasks cannot be delivered by the Proponent due to availability, resources, project specifications, project continuity, performance results, or monetary restraints such as costs exceeding the contract ceiling or lack of agreement to meet the Ministries project budget.

3 MINISTRY RESPONSIBILITY

The Ministry will:

- provide copies of all relevant Construction Contract documents;
- provide electronic documents containing the design autocad drawings and the design model where applicable, and if available;

- provide all necessary standard Ministry construction record forms and templates, including, but not limited to:
 - H0177 - Work Order / Supplemental Agreement
 - H0008 – Stop Work Order
 - H0228 - Order to Resume Work
 - H0202 - Ministry's Instruction
 - H0358 - Extra Work & Provisional Sum Items - Daily Work Report
 - H0394a - Statutory Declaration-Contractor-Progress Payment/Holdback Release
 - H1080 - Work Notification Lane Closure Request and Approval
 - H0203 - Contractor's Declaration
 - H0428 – Contract Completion Certificate
 - H1108 - List of Subcontractors and Suppliers (including Designated Subcontractors and Designated Suppliers)
 - Templates for Monthly Work Expenditure/Forecast Reports
 - Template for a typical Completion Report and Record Drawings (As-built Drawings)
 - Template outlining the standard Ministry filing system
 - Template for a pre-construction meeting agenda
- approve payments to the Construction Contractor based on progress estimates that have been prepared, reviewed and certified by the Consultant;
- review and participate in the resolution of any potential claims, disputes or changes that arise in the Construction Contract;
- approve all Work Orders/Supplemental Agreements for the Construction Contract that have been prepared, reviewed and certified by the Consultant;
- provide guidance on the preparation of local minor works and services contracts (<\$75,000), BC Bid Contracts (<\$75,000);
- provide limited training for the Progress Estimate System (PES) for the purpose of producing monthly progress estimates;
- conduct quality audits of the consulting services provided;
- make payments to the Consultant for services performed in accordance with the Consulting Services Agreement;
- make appointments as required under the terms of General Conditions (GC) 5.01 of the Major Works General Conditions;
- provide environmental auditor that reports to the Consultant Ministry Representative
- provide paving inspectors that report to the Consultant Ministry Representative if Field Services has the availability;
- Provide in-plant fabrication inspections for QA of bridge structures;
- Provide office space in the major works contract
- identify a Safety Advisor, who will be a resource to the Consultant on matters of occupational health and safety for the project; and
- supplement partially with, or revert wholly to, Provincial resources should that resource become available to the Ministry.

4 CONSULTANT'S RESPONSIBILITIES

4.1 The Basic Requirements

In order to meet the basic requirements for this assignment, the Consultant must:

- ensure all Consultant work is timely, cost effective, and of high quality;
- provide all computer data files in a format that is compatible to Ministry's computer software:
 1. Earthwork volumes, if required, with compatible Ministry Engineering software, anticipated that the Ministry will be transitioning from CAiCE to Civil 3D;
 2. All other files (Microsoft Office 2010)
- the Consultant is encouraged to provide digital copies of project correspondence in pdf format (i.e.

weekly reports, Contractor correspondence, etc.) and maintain filing structure in accordance with the Ministry's standard filing system;

- provide the necessary vehicles, telephones, answering machines, fax machines, computers, office furniture, survey equipment, video cameras, digital cameras (GPS enabled), stationary and other necessary support equipment in order to accomplish the work;
- ensure vehicles are clearly marked and equipped with flashing amber lamps which are in accordance with Ministry standards and may apply for permits using the following link http://www.cvse.ca/flashing_amber.htm ;
- Outfit a field office provided via Major Works contract from which the staff will be based and will be able to conduct their normal day to day work; and
- liaise with the different Ministry supplied staff – safety, geotech, traffic and Engineer of Record (EOR).

4.2 Consultant's Specific Responsibilities

The Consultant must provide services that include retaining the necessary experienced staff in order to monitor, inspect and administer the activities of:

- the Construction Contractor to ensure compliance to the Construction Contract and to ensure the Construction Contractor delivers Approved Work; and
- the Consultant's own activities to ensure compliance to the Ministry's requirements.

The Consultant will provide Ministry Representation for the pre-construction, construction and post-construction phases of the Construction Contract.

To accomplish this work, the Consultant will provide the following:

4.2.1 Quality Management

The Consultant will create and implement a Quality Control Plan (QCP) pertaining to the delivery of the Consultant's services in order to ensure the delivery of a quality, timely and cost-effective product. The QC Plan shall be structured around the ISO 9001:2000 program (although ISO registration is not required).

The Consultant will also create and implement a Quality Assurance Plan (QAP). The QAP will address all items of work, processes and procedures on the Projects. The Consultant will be responsible for QA testing and provide those resources through this contract, CCIL certified lab for concrete and EPS testing if and when required, to ensure the Contractors works are compliant to the Major Works Construction Contract.

4.2.2 Pre-Construction

- review the Construction Contract documents;
- organize and chair a pre-construction meeting;
- document and distribute the minutes of the pre-construction meeting;
- survey the control points to check for accuracy, review survey data requirements
- ensure the Construction Contractor's submittals, as required by the Construction Contract documents, are in place prior to commencement of work; and

4.2.3 During Construction

- administer the Construction Contract in accordance with the General Conditions section of the Construction Contract;
- implement their Quality Assurance Plan designed to ensure conformance to the Standard Specifications and Special Provisions components of the Construction Contract
- advise the Ministry Project Manager and Ministry Manager immediately of changes in scope, time or budget of the Construction Contract and the Consultant Services Contract with the Ministry.
- **maintain the following, as applicable to the project, on a daily basis:**
 - daily Work (equipment report);

- project diary;
- photograph and video documentation of the construction activities; and
- project files.
- **maintain the following, as applicable to the project, on a weekly basis:**
 - conduct and document weekly construction meetings with the Construction Contractor;
 - weekly construction/quality management status report; and
 - electronically submit the minutes of the weekly construction meeting and weekly construction report to the Ministry Project Manager and Ministry Manager.
- **maintain the following, as applicable to the project, on a monthly basis:**
 - produce monthly progress estimate produced using the Ministry's Progress Estimate System (PES)
 - ensure that all project estimates have full backup documentation which is reproducible by the Ministry or any other party after the completion of the project;
 - conduct a monthly estimate meeting with the Construction Contractor to review/agree on quantities;
 - submit the monthly progress estimate to the Ministry Project Manager for procurement; and
 - negotiate, recommend prepare and submit accurate and timely Supplemental Agreements.
 - produce a monthly Progress Report containing a concise description of the following issues:
 - summary of activities undertaken this month;
 - summary of activities planned for next month;
 - summary of the Contractor's schedule, including anticipated delays with explanation and proposed action plan to remedy;
 - major concerns; and
 - include several representative photos.
 - submit monthly Consultant Expenditure Management Reports (EMR) to the Ministry Project Manager and Ministry Manager along with the following supporting documentation:
 - material cost summary for materials supplied by the Ministry;
 - project progress graph created from the Contractor's cash flow projections;
 - additions, deletions/overrun and underrun summary; and
 - supervision costs tracked and projected to completion.
 - submit monthly (or when required) toolbox meeting to the Ministry Safety Advisor.

4.2.4 Post Construction

- prepare two (2) sets of Construction Completion Reports and submit to the Ministry within sixty (60) days after the Completion Certificate has been issued to the Contractor;
- review and accept the Record Drawings then submit to the Ministry and/or EOR within sixty (60) days after the Completion Certificate has been issued to the Contractor;
- submit to the Ministry Contract Manager in an organized and tidy manner all documentation, records, photographs, drawings, etc. for the project;
- provide the final quantities and progress estimate within sixty (60) days of the Actual Completion Date; and
- arrange and participate in a decommission/site walk through meeting with BC MoT's District appointee's, EOR and Construction Manager.

4.2.5 Consultant Staffing

The Consultant will retain and organize experienced staff to complete the pre-construction, construction, and construction close out phases according to the following criteria:

- provide a Consultant/Construction Manager who will be responsible to the Ministry for

sufficiency and accuracy of all services provided by the Consultant, and if required, perform some of the duties of the Ministry Manager as named in the Contract Documents. Upon written approval from the Ministry Contact the Consultant Manager may be the same individual as the Consultant Project Supervisor;

- provide a Consultant Project Supervisor who will be designated as the “Ministry Representative”, as referred to throughout the construction contract; and
- provide additional staff to assist the Construction Project Supervisor with the work. These individuals, Construction Supervisor Assistant(s), will provide support such as survey, inspection of grading-paving-structures, progress estimate development and office administration.

The Consultant will not be permitted to replace, substitute or change any personnel during the term of the Contract without the prior written approval of the Ministry Contact.

4.2.6 Survey and Quantity Tracking

The Consultant will provide survey services in accordance with the following criteria:

- all survey requirements must be in accordance with the requirements as defined in the Construction Contract documents for such items as:
 - the Consultant shall be satisfied, before commencing any Work, as to the meaning, intent and accuracy of any control points, control lines and benchmarks established by others;
 - should the Consultant discover or suspect any errors in any control points, control lines, benchmarks, and data provided by the Ministry, the Consultant shall at once discontinue the affected work until such errors are investigated and, if necessary, rectified.
- monthly measurements for quantity;
- final measurements for quantity;
- quality assurance of Contractor’s layout to follow the typical section;
- detailed survey for project completion, if requested by the Ministry Contact; and
- all survey information that is provided must be in an acceptable format to the Ministry.

4.2.7 Site Safety

Prior to the pre-construction meeting the Consultant will conduct a risk assessment of the proposed work and disclose to the Contractor.

The Consultant will ensure that all work is performed in accordance with WCB Act and Regulation and Ministry's Standard Specifications Section 135 (SS 135).

Toolbox safety meeting shall be held monthly (or when required for shorter periods) and copies of these meetings shall be submitted to the Ministry Safety Advisor’s Assistant.

The Contracted Ministry Representative will have a complete knowledge, experience and understanding of:

- WCB Act and Regulation;
- Health, Safety and Reclamation Code for Mines in British Columbia (Gravel Pits/Quarry’s);
- Ministry's Standard Specifications Section 135 (SS 135);
- Ministry's Health and Safety Program and Policies in the Workplace;
- Ministry's Traffic Management Manual for Work on Roadways; and
- other applicable regulations for the particular work.

The Consultant will implement quality assurance processes on the day to day activities of the Construction Contractor to ensure conformance to the requirements. Any safety issues and concerns will be addressed accordingly and reported to the Ministry Safety Advisor.

Under the requirements of the Workers’ Compensation Board’s Act and Regulation, the Ministry of Transportation will be the “Owner” and the Consultant will be the Designated Prime Contractor on any

Day Labour works that may take place and must have a valid WCB Number.

5 STANDARDS AND MANUALS

The Consultant is required to follow and adhere to the Ministry manuals as set out in the General Reference Documents of the Standard Specifications.

Additional relevant guidelines and manuals include:

- TAC Manual
- Ministry Design Manual
- Soil Testing Manual
- Pavement Marking Manual
- Control of Erosion and Shallow Slope Movement Manual
- General Survey Guide (includes construction survey guide).

This manual is available at the website below:

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/highway-design-survey/geomatics>



METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ _____ 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.



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.

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.

CONTRACT IDENTIFICATION NUMBER

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



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"



SAMPLE

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

NAME OF INDIVIDUAL CLAIMING EXPENSES:

CONTRACT IDENTIFICATION NUMBER		

REASON / PURPOSE FOR TRAVEL:

Date (yyyy/mm/dd)	From/To	Km*	Mode	Cost – Excluding GST

TOTAL – Excluding GST	\$
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Date (yyyy/mm/dd)	Meal (Breakfast/Lunch/Dinner)	Cost

TOTAL	\$
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Date (yyyy/mm/dd)	City	Cost – Excluding GST

TOTAL – Excluding GST	\$
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Period Covered (From – To):**TOTAL EXPENSES - Excluding GST \$**



LIABILITY INSURANCES

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

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

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

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

Evidence shall be as follows:

- 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 **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

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

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

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **\$5,000,000.00 and \$5,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

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

EXCLUSIONS NOT PERMITTED

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

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

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

DEDUCTIBLES

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

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

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

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

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

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

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

4. **AUTOMOBILE LIABILITY INSURANCE**
IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than **\$2,000,000.00** providing third party liability and accident benefits insurance must be provided for all these vehicles.
5. **PROTECTION AND INDEMNITY INSURANCE**
IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than **\$2,000,000.00** for such vessels. Such Protection and Indemnity insurance shall include four-fourths collision liability insurance.
6. **AIRCRAFT INSURANCE**
IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than **\$5,000,000.00** must be provided.
7. **NOTICE OF CANCELLATION, ETC.**
The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:
**The Corporate Insurance and Securities Manager,
Ministry of Transportation and Infrastructure, PO Box
9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C.
V8W 9T5.**
8. **USE AND OCCUPANCY**
Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

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



NOTICE TO CONTRACTORS ENSURING COMPLIANCE WITH INSURANCE, BONDS and WCB REQUIREMENTS

Major Works, Minor Works, Operational Services, Design Build Minor and Consulting Services Contracts General Information:

- Ensure the limits of your insurance are compliant with those noted in the RFP/Tender documentation.
- The ONLY acceptable Certificate of Insurance is a Ministry of Transportation and Infrastructure **Certificate of Insurance (H0111)**.
- BOTH pages of the **Ministry Certificate of Insurance** must be submitted and the form conditions on page one and two must **NOT** be altered or added to.
- Ensure that the effective award date of the Certificate of Insurance is the earlier of the date of contract award or contract start date.
- DO NOT add the Ministry of Transportation and Infrastructure as an Additional Insured on page 1 of the Certificate of Insurance, as the Ministry of Transportation and Infrastructure is an Additional Named Insured (as per the insurance specifications and page 2 of the Certificate of Insurance).
- Always examine your Ministry Certificate of Insurance for policy effective dates and expiry dates and renewal dates in relation to your contract.
- Ensure that the Certificate of Insurance includes all required information (name of Insurer, policy numbers, policy effective dates, expiry dates, policy limits, deductibles and aggregates).
- Double check all documentation to ensure that the project number and description are correct.
- Always give the sample Ministry of Transportation and Infrastructure **Certificate of Insurance**—again BOTH pages—the **Insurance Specifications, the Special Provisions and the Bond Specimens** in your tender document to your Insurance Broker as it enables him/her to produce documentation and pricing in accordance with the contract requirements.
- Ensure that Ministry Certificate is duly signed and are originals or certified copies.
- If Automobile Liability insurance is required in the Ministry Agreement one of the following must be provided:
 - duly completed H0111 form AND/OR
 - a completed APV47 (ICBC Form) OR
 - a completed APV250L (ICBC Form)

*Note: Combination of Primary ICBC insurance and other Excess insurance is acceptable but must be clearly evidenced. If the Certificate ONLY evidences private insurance coverage, evidence of mandatory ICBC coverage is required.

Major Works, Minor Works, Operational Service and Design Build Minor Contracts Only:

- Insurance requirements are found in BOTH Schedule 3- Special Provisions and Schedule 6- Insurance Specifications.
- Specimen Bonds are found in Schedule T2 Tender Securities Documents (INS261, INS262 or INS263) and Schedule 2 Contract Securities INS265. Please ensure the bonds provided match the specimen.

Please direct questions during an open competitive process to the Ministry contact noted in the RFP/Tender documents.
IF awarded the contract direct questions to the Corporate Insurance and Bonds Manager – (250) 387-7580

WCB

Workers' Compensation Board (WorkSafeBC) coverage is required.

- The general WCB of BC information site is <http://www.worksafebc.com/>
- Registration and insurance coverage can be completed online with details found at http://www.worksafebc.com/insurance/registering_for_coverage/register_with_worksafebc/default.asp. To report applicable payroll online, use http://www.worksafebc.com/online_services/reporting_and_remitting/default.asp
- Ensure that your premiums are paid so a clearance letter will be obtainable by the Ministry. For estimating your WorkSafe insurance costs, you may wish to consult the rate guide at http://www.worksafebc.com/insurance/premiums/rate_setting/default.asp.



CONTRACT IDENTIFICATION NUMBER

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;

- (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.

RFP Appendix B

Submission Declaration

For purposes of this advisory: **(i)** the word “**RFx**” means that certain type of procurement or information gathering process identified in the “overview” menu tab of the BC Bid application to which You are submitting a response; **(ii)** Your response to the RFx, regardless of the opportunity type, is referred to as Your “**Submission**”; **(iii)** the submitting party is referred to as “**You**” or “**Your**”; and **(iv)** each of the defined terms in this paragraph are cross-referenced to defined terms set out in the applicable RFx.

You are about to make a Submission to an RFx. By submitting the Submission, You agree:

- (i)** To the BC Bid Terms and Conditions of Use located [here](#);
- (ii)** to all of the terms and conditions of the RFx, including any applicable process rules pertaining to the RFx that are located in the “process rules” section of the BC Bid application; and
- (iii)** affirm and declare that Your authorized representative’s name being signed, or an image of that signature being affixed on this form, will constitute Your legally binding signature.

SIGNATURE OF YOUR AUTHORIZED REPRESENTATIVE

PRINT YOUR NAME

PRINT NAME OF YOUR AUTHORIZED REPRESENTATIVE

DATE: _____

RFP Appendix C

Confidential Project Documents

Documents to be submitted via BC Bid

Project Design Plans

Schedule 3 -Special Provision

Schedule 7 – Engineers Estimate