

**Title: Consulting Services – Road Infrastructure Owner’s Engineer Services**

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## AGREEMENT (Master Consulting Services Agreement)

Contract No. RFP 638

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_ 20\_\_

### BETWEEN:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a British Columbia Crown Corporation having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

(referred to as "BC Hydro")

**AND: Wardrop Engineering Inc. (doing business as Tetra Tech)** with offices at



(referred to as : "Contractor" or "Consultant")

### WHEREAS:

BC Hydro may require certain services from time to time, as described in this Agreement, and, pursuant to a Request for Proposals issued under BC Hydro Reference # 638 has selected Consultant for the performance of such services on an 'as needed' basis in accordance with this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** BC Hydro and Consultant mutually agree as follows:

#### 1. The Agreement

This Cover Agreement, the Appendices listed below, and Change Orders, all as amended are herein collectively, the "**Agreement**". The Agreement includes the following Appendices:

- A. Definitions and Interpretation
- B. Scope of Services
- C. Compensation
- D. Insurance
- E. Change Order Form
- F. Special Conditions
- G. Sample Work Order Template

Definitions and rules of interpretation in Appendix A apply to this Agreement. The Agreement is the entire agreement between the parties concerning the subject matter

hereof, and all prior communications related to the subject matter hereof, whether written, oral or in any other format, are of no legal effect.

## **1A Orders for Services**

BC Hydro may, at its absolute discretion from time to time, request Consultant to perform Services by issuing a written order ("Work Order"), setting out its requirements, for acceptance by Consultant. A sample Work Order template is attached hereto as Schedule G. Each Work Order will specify the scope of the Services required, time schedule, price and such other special terms and conditions as may be applicable to the Services requirement and agreed between the parties. Each Work Order will constitute a separate agreement for the performance of the Services described therein and will be deemed to incorporate by reference all the terms and conditions of this Agreement, unless expressly stated otherwise in the Work Order. In the event of conflict between the terms and conditions of a Work Order and the terms and conditions of this Agreement, the Work Order will prevail. However any changes, including additional terms and conditions, that Consultant may purport to impose in response to an Work Order issued by BC Hydro will not be valid unless and until expressly accepted in writing by BC Hydro.

Nothing in this Agreement will be deemed to (a) bind or otherwise obligate BC Hydro to issue or enter into any Work Order, nor (b) create any liability or financial obligation by BC Hydro to Consultant except to the extent of Work Orders signed by both parties, nor (c) guarantee that any Services, or any particular scope, volume, duration or frequency of Services, will be required by BC Hydro during the term of the Agreement, nor (d) prevent BC Hydro from engaging any other consultant to perform work for it, whether similar to the Services or otherwise.

## **2. Services And Changes**

Consultant will perform the Services set out in each Work Order and observe and perform all of its other obligations hereunder subject to, and in accordance with the terms and conditions of the Agreement. The Services may be changed by agreement between the parties, confirmed by Change Work Order signed by both parties. Change Work Orders will include a description of the change in Services and any related change in Compensation and other terms and conditions.

## **3. Included Services**

Consultant acknowledges that there are functions or tasks that will not be specifically included in the description of the Services but that are customarily required for the proper performance and provision of the Services. Consultant agrees that such functions or tasks are implied, and therefore included, in the scope of the Services to the same extent and in the same manner as if those functions or tasks had been specifically described in this Agreement and will be performed by Consultant as part of the Services.

## **4. Compensation**

BC Hydro shall pay Compensation for the Services in accordance with Schedule C Consultant's Canadian federal Goods and Services Tax (GST/HST registration) number is [REDACTED].

## **5. Term and Schedule**

The term of this Agreement commences on the date first above written and continues until the expiry date of September 30, 2013, unless earlier terminated in accordance with the provisions of the Agreement. This Agreement shall remain in full force and effect in

relation to any Services in progress under any Work Order issued prior to the expiry of this Agreement. The term may be extended by three additional term(s) of three years at the option of BC Hydro, by BC Hydro giving written notice to Consultant of its intent to extend the Agreement not less than 30 days prior to the expiration of the then-current Agreement term. Renewals will be on the same terms and conditions as set out in the Agreement unless otherwise specifically agreed in writing by the parties.

Consultant will perform the Services continuously, diligently, faithfully and in a timely manner under each Work Order. BC Hydro may require Consultant to submit a detailed schedule for BC Hydro's approval. Consultant will perform the Services in accordance with any such approved schedule and will comply with any timetable for deliverables set out in the applicable Work Order.

**6. Standard Of Care**

Consultant will perform the Services in a good and proficient manner and with no less than the standard of professional skill, care and diligence customarily applied by qualified and experienced professional consultants performing similar services for similar projects.

**7. Relationship**

Consultant is an independent contractor to BC Hydro. Consultant is not, and will not represent itself to be, an agent, partner or joint venturer of or with BC Hydro. None of Consultant and its personnel and independent contractors will be entitled to membership in any BC Hydro pension or benefit program as a result of this Agreement. If Consultant or any of its personnel or independent contractors become an employee of BC Hydro at any time, BC Hydro will not recognize any portion of their service as a consultant or independent contractor for BC Hydro employment purposes (including BC Hydro pension or benefit programs).

**8. Personnel**

Consultant will assign to the Services persons who are qualified and experienced in the work to be performed by them, including the key personnel designated in a Work Order, if any. None of the key personnel so designated will be changed without BC Hydro's prior approval, except for death, disability, termination of employment or personal compassionate reasons or unless so agreed by BC Hydro, such agreement not to be unreasonably withheld. In addition, Consultant will remove from the Project Site any of its personnel to whom BC Hydro has reasonable objection based on qualifications, experience or conduct. If any Consultant key personnel are so changed, they will be replaced with a person approved by BC Hydro and at no additional cost to BC Hydro. Consultant's representative, as designated in an, is authorized to act for and bind Consultant on all matters relating to the Work Order and this Agreement as it pertains to the Work Order.

**9. Subcontracts/Assignments**

Consultant will not subcontract performance of all or part of the Services, and will not assign the Agreement, without the prior approval of BC Hydro, not to be unreasonably withheld or delayed. Consultant is the prime Consultant at all times and is liable to BC Hydro for acts and omissions of its subcontractors and other persons utilized, directly or indirectly, by them to the same degree as it is liable under the Agreement for its own acts and omissions and those of its own personnel.



## 10. Payment Of Accounts

Consultant will pay when due all salaries, wages and benefits to which its personnel assigned to the Services are entitled and will make all tax and other statutory withholdings and remittances in respect thereof, and Consultant will pay upon becoming due all accounts of third persons incurred in connection with the Services. To the extent lienable, Consultant will keep the Project site free of all liens arising from a failure of Consultant to comply with this clause of the Agreement.

## 11. Compliance With Laws And Standards

Consultant will comply, will cause its personnel and each subcontractor to comply, and will ensure that the Services and each part thereof, complies with: (a) all Laws that are applicable to Consultant's Services under the Agreement; (b) the terms and conditions of all Permits of which timely notice is given by BC Hydro, that are applicable to Consultant's Services under the Agreement; and (c) all policies, practices and procedures (including Contractor Code of Conduct) established by BC Hydro with respect to safety, environment, security, conduct, use of BC Hydro's information and communications technology and systems and other matters related to the performance of the Services which are communicated by BC Hydro to Consultant from time to time.

Consultant, in the event of any injury to a worker in the course of the performance of the Services on any site owned, operated, or controlled by BC Hydro, will, within 10 days, provide a safety incident report through BC Hydro's web-based contractor incident reporting facility. If Consultant is without Internet access or if Internet access is not available, Consultant will promptly obtain the required report form from Hydro's Representative and promptly after obtaining it will complete and return the completed report to BC Hydro Safety and Health (telephone 604 528-2414).

## 11A. Privacy

If Consultant provides BC Hydro with copies of, or access to copies of, any records containing the personal information of Consultant or subcontractor employees during the term of the Agreement, Consultant will first obtain and provide to BC Hydro the written consents of those individuals to the indirect collection of such personal information by BC Hydro. The consents will be in a form to be supplied by BC Hydro. Consultant acknowledges that the foregoing is a requirement of the *BC Freedom of Information and Protection of Privacy Act*.

## 12. Insurance

Consultant will comply with the insurance provisions in Appendix D.

## 13. Ownership Of Work Product And Embedded IP

Consultant agrees that BC Hydro will own all of the Work Product and Consultant irrevocably assigns to BC Hydro all of Consultant's right, title and interest in the Work Product and hereby waives in favour of BC Hydro all rights (including, all moral rights), and will cause all of its personnel working on the Project to waive in favour of BC Hydro such rights, in and to the Work Product. Consultant retains ownership of the Embedded IP, if any, but grants BC Hydro and its other contractors and consultants an irrevocable, perpetual, assignable, royalty free right to load, transmit, access, execute, use, store, display, modify, alter or otherwise change the Embedded IP for the Project or for such other projects as BC Hydro may undertake. Any and all modifications of the Embedded IP prepared by or on behalf of BC Hydro will be owned by BC Hydro. If BC Hydro uses any Work Product or Embedded IP for any other project or for any purpose other than for

which they were provided, it does so at its sole risk and BC Hydro will defend, indemnify and hold harmless the Consultant from and against all claims, actions, suits, proceedings, liabilities, losses, damages or costs arising from such use.

## **14A. BC Hydro Confidential Information**

Consultant will not use or disclose to third persons: (a) BC Hydro Confidential Information; or (b) Confidential Information of any third party ("**Third Party CI**"), in either case received or otherwise obtained by Consultant in connection with this Agreement, except with the prior written consent of BC Hydro. As between BC Hydro and Consultant, BC Hydro owns and retains ownership of all BC Hydro Confidential Information and all Third Party CI (collectively, the "**Agreement CI**"). Upon request of BC Hydro from time to time, Consultant will execute separate confidentiality agreement(s) in respect of Third Party CI on terms and conditions reasonably required by BC Hydro to comply with any obligations BC Hydro may have with such third parties. Consultant will inform all of its personnel having access to any Agreement CI of the confidential nature thereof and will ensure that its personnel maintain the confidentiality of the Agreement CI in accordance with the terms of this Agreement and/or such other confidentiality agreements, as the case may be.

Upon request of BC Hydro, Consultant will return to BC Hydro or destroy, as directed by BC Hydro, all copies of the Agreement CI, whether written, in the form of computer data or otherwise, and all documents and materials prepared by or for Consultant which include or refer to the Agreement CI and will delete the same from any computer system, retrieval system or database of Consultant. Notwithstanding the foregoing, Consultant will not be in breach of its obligation to return to BC Hydro or destroy and not to disclose such Agreement CI if that retention or disclosure is required by Law (including professional obligation) or a court order, provided that (a) Consultant gives BC Hydro as much notice as is reasonably possible in the circumstances prior to disclosing any such Agreement CI, (b) Consultant cooperates with BC Hydro in any application, proceedings or other action BC Hydro may undertake to obtain a protective order or other means of protecting the confidentiality of the Agreement CI required to be disclosed, and (c) if Consultant is required to retain the Agreement CI, Consultant will continue to maintain the confidentiality of such Agreement CI in accordance with this clause.

## **14B. Consultant Confidential Information**

In providing the Services the Consultant may release to BC Hydro the Consultant's confidential and/or proprietary information ("Consultant's Confidential Information"). Consultant's Confidential Information shall mean information of a commercial or technical nature not in the public domain, in whatever form, to which the Consultant has title and/or the right to disclose and that is marked with an appropriate restrictive legend or if orally disclosed is verbally identified as being Consultant's Confidential Information at time of disclosure. Notwithstanding the foregoing, Consultant's Confidential Information does not include, and this Agreement has no application to, information that:

- a) is used or disclosed in a manner consistent with the prior written authorization of Consultant; or
- b) is lawfully disclosed to BC Hydro by a third person who has the right to make such disclosure without violating any confidentiality obligation to Consultant; or
- c) is lawfully in the possession of BC Hydro at the time of disclosure by Consultant; or
- d) is shown by clear evidence to have been developed independently by BC Hydro, before disclosure to it; or

- e) BC Hydro is required to disclose by law or a regulatory agency having jurisdiction, provided, however, that BC Hydro will, to the extent that it is not legally prohibited from so doing, give Consultant prompt written notice of any such required disclosure.

Confidential Information, which is specific, will not be within the scope of any exclusion merely because it is embraced by general information in the public domain. Any combination of information or data that comprises part of the Confidential Information will not be within the scope of any exclusion because the individual parts of that information or data are in the public domain.

BC Hydro shall protect and hold in strict confidence the Consultant's Confidential Information using at least the same degree of care as it uses with its own confidential and proprietary information and in any event not less than reasonable care.

BC Hydro shall not use, or release the Consultant's Confidential information to a third party, for other than the performance of its obligations under the Agreement without the prior written consent of the Consultant and if so released shall bind said party to respect the confidentiality of the Consultant's Confidential Information equivalent to those set forth in this Agreement.

The expiration or termination of this Agreement shall not relieve BC Hydro of its obligations with respect to the treatment of the Consultant's Confidential Information, said obligations remaining for five (5) years from the termination or expiry of the Agreement.

### 15. **Force Majeure**

A party is excused from performance under this Agreement if and to the extent and for the time that performance is prevented or materially hindered by events or circumstances, including any unreasonable acts or omissions of the other party and its agents, consultants and its and their employees, (collectively, "**Force Majeure Events**") beyond the reasonable control of that party and which by the exercise of reasonable diligence by such party could not have been prevented (except lack of financial capability or lack of labour, material or utilities will not be Force Majeure Events hereunder unless caused by an event or circumstance that would otherwise excuse a party from performance of its obligations), provided that prompt notice is given to the other party. If either party gives notice of a Force Majeure Event, each party will exercise reasonable efforts to avoid or minimize any delay occasioned thereby. The party prevented or delayed in the performance or observance of its obligations under the Agreement will resume promptly the performance and observance of those obligations after cessation of the particular Force Majeure Event unless the Agreement has been terminated.

### 16. **Suspension/Termination By BC Hydro**

BC Hydro may suspend performance of the Services or terminate the Agreement and/or any individual Work Order by notice to Consultant: (a) if Consultant is bankrupt, insolvent or unable to discharge its liabilities when due; (b) if Consultant is in breach of any term of this Agreement and which breach has not commenced to be cured within 10 days following receipt of written notice thereof (provided that if such breach, in the reasonable assessment of BC Hydro, is not curable, BC Hydro may suspend or

terminate the Agreement immediately); or (c) for any other reason on 15 days prior notice to Consultant.

**17. Termination By Consultant**

Consultant may terminate the Agreement and/or any individual Work Order by notice to BC Hydro if: (a) BC Hydro is bankrupt, insolvent or unable to discharge its liabilities when due; or (b) BC Hydro defaults in payment of any undisputed Compensation for 30 days after the receipt of notice of overdue payment.

**18. Obligations On Termination**

If the Agreement and/or any individual Work Order is terminated, BC Hydro will pay Consultant Compensation due to the termination date in respect of Services performed by Consultant. Consultant will deliver to BC Hydro all completed but previously undelivered Work Product and all work-in-progress including any partially completed Work Product for which Consultant has received some Compensation.

**19. Work Compliance**

Consultant will ensure that the Services, including all Work Product, will comply with the requirements of the Agreement and the applicable Work Order.

**20A. Consultant's Indemnity**

Consultant will indemnify and hold harmless BC Hydro, its directors, officers and employees, for Claims and Claim Costs for or arising out of:

- (a) infringement of any patent or intangible, intellectual, proprietary or industrial property rights of the third person to the extent it results from BC Hydro's use of the Work Product for the Project or in a manner contemplated in Appendix B or the applicable Work Order;
- (b) personal injury, including death, or property damage to the extent caused by the negligence and/or wilful misconduct of Consultant, its subcontractors, or their respective employees or agents; and/or
- (c) breach of this Agreement by Consultant, its subcontractors, or their respective employees or agents.

**20B. BC Hydro's Indemnity**

BC Hydro will indemnify and hold harmless Consultant, its directors, officers and employees, for Third Party Claims and Claim Costs for personal injury, including death, or property damage caused by the negligence, wilful misconduct or breach of this Agreement by BC Hydro, or its employees or agents.

**21. Indemnity Conditions**

The indemnity obligations undertaken by Consultant in Clause 20A, and by BC Hydro in Clause 20B, in each case on behalf of itself and as agent for its directors, officers and employees, each of whom may enforce the respective indemnities for their benefit directly against the indemnifying party. The right of a party, or its directors, officers and employees ("Indemnitee") to be indemnified by the other party ("Indemnitor") under Clause 20A or 20B, as the case may be, is subject to the conditions that:

- (a) the Indemnitee gives the Indemnitor prompt notice of any Third Party Claim, the right and opportunity to select counsel and defend or settle the Third Party Claim, all documents and other information, including access to witnesses, available to

- the Indemnatee that may assist in the favourable defence or settlement of the Third Party Claim; and
- (b) the Indemnatee does not make any admission, or do any other act or thing, that is materially prejudicial to the favourable defence or settlement of the Third Party Claim.

## **22. Liability Exclusions and Responsibility**

Neither party is liable to the other for special, punitive, contingent, indirect or consequential loss or damage. In addition, BC Hydro releases Consultant from, and assumes full responsibility and liability for:

- (a) any claims that arise as a result of BC Hydro's use of the Work Product in a manner or for purposes inconsistent with BC Hydro's intended use of the Work Product provided such intended use is specifically described in Appendix B or the applicable Work Order; and
- (b) any claims (including patent or other intellectual property infringement claims) arising as a result of BC Hydro's modification of the Work Product or as a result of its incorporation into other product contrary to Consultant's express instructions..

## **23. Maximum Liability**

The maximum aggregate liability of Consultant to BC Hydro for Claims under or relating to any Work Order issued under the Agreement, whether or not terminated, and whether arising in contract, tort, including negligence, by statute or as matters of strict or absolute liability, is limited:

- (a) for Claims, or portions thereof, insured under a policy of insurance required to be maintained under the Agreement, if any, to the amount of Claims payments to which Consultant is entitled under those policies, but not exceeding the minimum insurance amount prescribed in the Agreement for those policies; and
- (b) for all other Claims, including deductibles and excluded risks and Claims, or portions thereof, not insured under the policies or in excess of the minimum insurance amount prescribed in the Agreement for those policies, if any, referenced in (a) above, to an amount equal to the maximum fee payable to Consultant under the applicable Work Order, as amended from time to time by agreed Change Orders.

## **24. Exceptions To Maximum Liability**

Notwithstanding anything in the Agreement to the contrary, the limits on Consultant's liability under the Agreement will not apply to:

- (a) Claims or Claim Costs arising out of the wilful, fraudulent or criminal misconduct of Consultant, its subcontractors, or their respective employees or agents; or
- (b) Third Party Claims or Claim Costs arising out of the breach by Consultant, its subcontractors or their respective employees or agents of any confidentiality obligations under the Agreement.

## **25. Response To Injunctive Relief**

Without limiting any other rights or remedies of BC Hydro or any other obligation of Consultant under this Agreement, if the use of the Work Product, or any part thereof, by BC Hydro is enjoined by a court of competent jurisdiction as a result of any infringement for which Consultant has agreed to indemnify BC Hydro under clause 20(a), Consultant, on notice from BC Hydro and at Consultant's option, either will procure and pay for an irrevocable, non-exclusive, royalty free and perpetual license in favour of BC Hydro

permitting continued use by BC Hydro of the Work Product, or applicable part thereof, or will replace or modify the Work Product, or applicable part thereof, with non-infringing work of quality and performance capability that is substantially equivalent in all material respects to that specified by the Agreement, in each case, all at the expense of Consultant.

### 26. **Dispute Resolution**

Before resorting to any other dispute resolution mechanism, BC Hydro and Consultant will use all commercially reasonable efforts to resolve their disputes by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If BC Hydro and Consultant are unable to resolve the dispute, the parties may agree to have the dispute resolved by mediation, arbitration or such other means. If no agreement as to the method of dispute resolution is reached between BC Hydro and Consultant within 30 days of the dispute arising, then either party may at any time submit the dispute to such British Columbia judicial tribunal as may be appropriate in the circumstances.

### 27. **Governing Law**

The Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding conflict of laws principles that would impose a law of another jurisdiction for the construction of the Agreement. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom. The United Nations Convention on Contracts for the International Sale of Goods set out in the schedule to the *International Sale of Goods Act* (British Columbia) does not apply.

### 28. **Miscellaneous**

- (a) *Currency.* All references herein to currency are to the lawful money of Canada, unless expressly stated otherwise.
- (b) *Disclosure.* Consultant will not make any public releases or announcements or issue advertising pertaining to the Agreement without the prior written approval of BC Hydro, approval not to be withheld or delayed unreasonably.
- (c) *Further Assurances.* Each of the parties will execute all further documents and instruments and do all further and other things as may be necessary to implement and carry out the terms of this Agreement.
- (d) *Survival.* All rights, obligations and remedies of the parties which accrued prior to the time of expiry or earlier termination of this Agreement, or which are by their nature continuing and all other provisions necessary for the interpretation or enforcement of such provisions will survive expiry or earlier termination of this Agreement.
- (e) *Notices.* Notices will be in writing and may be given personally or by fax transmission or by e-mail to the addresses supplied under the Agreement, or other addresses given by subsequent notice. Notices given: (a) personally are deemed effective upon actual receipt; and (b) by fax transmission or e-mail are deemed received upon actual receipt, if received during recipient's normal

## Master Consulting Services Agreement



business hours, or at the beginning of the recipient's next business day if not received during recipient's normal business hours.

- (f) *Waiver.* A waiver of any breach of this Agreement is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement thereof is sought.
- (g) *Severability.* If any provision of this Agreement is illegal or unenforceable, it will be severed and the balance of the Agreement enforced.
- (h) *Enurement.* The Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
- (i) *Amendment.* The Agreement may be amended only by written agreement between the parties, including a Change Order.
- (j) *Counterparts.* This Agreement may be executed in counterparts, which when taken together will constitute one and the same document. This Agreement may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

**IN WITNESS WHEREOF** the parties have executed this Agreement, effective as of the date first above written.

### BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Authorized Signatory \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: acting for \_\_\_\_\_, EVP-Site C

Date Signed: March 25/2011

### WARDROP ENGINEERING INC.

Authorized Signatory \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: V. P. OF OPERATIONS - INFRASTRUCTURE

Date Signed: MARCH 18, 2011



## APPENDIX A DEFINITIONS AND INTERPRETATION

### 1. Definitions

- 1.1 **"Affiliate"** means, with respect to a party, a corporation that controls, is controlled by, or is under common control with, that party.
- 1.2 **"Agreement"** has the meaning ascribed to it in clause 1 of the Cover Agreement.
- 1.3 **"Change Order"** means a written order made pursuant to clause 2 of the Cover Agreement in the form set out in Appendix E that changes the scope of the Services.
- 1.4 **"Claim"** means any claim, demand, action, cause of action, suit and proceeding.
- 1.5 **"Claim Costs"** means any and all loss, damage, cost and expense, including but not limited to all legal, accounting and expert costs and expenses incurred in the investigation, defence or settlement of a Claim.
- 1.6 **"Compensation"** means amounts payable to Consultant in accordance with the applicable Work Order and Appendix C of the Agreement.
- 1.7 **"Confidential Information"** means technical, financial, commercial, legal or other information, that is disclosed or otherwise made available by one party to the other whether orally or in any other media or form and includes the Work Product, the existence of this Agreement and the contents hereof, but excluding information that is:
- (a) in the public domain before disclosure to the receiving party, or becomes in the public domain thereafter otherwise than as a result of a breach by the receiving party of its obligations of confidentiality under this Agreement;
  - (b) known to the receiving party before it is disclosed by the disclosing party;
  - (c) developed independently by the receiving party without reference to the information disclosed by the disclosing party as evidenced by written or other tangible records; or
  - (d) received by the receiving party from a third person, who is not under any obligation to the disclosing party to restrict disclosure.
- 1.8 **"Contractor Code of Conduct"** means the Code of Conduct Guidelines Applicable to BC Hydro Contracts, a copy of which is available at [http://www.bchydro.com/etc/medialib/internet/documents/policies/pdf/policies\\_guidelines\\_applicable\\_to\\_bc\\_hydro\\_contracts.Par.0001.File.policies\\_guidelines\\_applicable\\_to\\_bc\\_hydro\\_contracts.pdf](http://www.bchydro.com/etc/medialib/internet/documents/policies/pdf/policies_guidelines_applicable_to_bc_hydro_contracts.Par.0001.File.policies_guidelines_applicable_to_bc_hydro_contracts.pdf) or by contacting Hydro's Representative.
- 1.9 **"Cover Agreement"** means the agreement made between BC Hydro and Consultant to which this Appendix is attached.
- 1.10 **"Embedded IP"** has the meaning ascribed to it in 1.19 of this Appendix A.
- 1.11 **"Force Majeure Events"** has the meaning ascribed to it in clause 15 of the Cover Agreement.



- 1.12 **"Hydro's Representative"** means the person appointed by BC Hydro who has responsibility for managing the Agreement, and unless Contractor is expressly advised otherwise, Hydro's Representative (a) has full authority to act on behalf of and bind BC Hydro, and (b) may, in writing, delegate any or all of his or her authority to any other person.
- 1.13 **"Laws"** means all applicable constitutions, charters, acts, laws, statutes, regulations, ordinances, by-laws, rules, protocols, codes, guidelines, judgments, orders, notices, directions, decrees, treaties or other requirements whether national, provincial or local made or issued by any government or governmental agency or authority.
- 1.14 **"Permits"** means permits, licenses, approvals and similar authorisations issued by any government or governmental agency or authority for the Project.
- 1.15 **"Project"** or **"Site C Project"** means the planned construction by BC Hydro of a new hydroelectric dam and generating station (commonly referred to as "Site C") on the Peace River in north-eastern British Columbia downstream of the existing Peace Canyon dam, including all preparatory work and studies in advance of actual construction, and, with respect to individual Work Orders, means the project described in the applicable Work Order.
- 1.16 **"Services"** or **"Work"** means the services to be performed by Consultant under any Work Order issued under the Agreement, as generally described in Appendix B and specifically identified in the applicable Work Order, as amended from time to time by Change Order.
- 1.17 **"Third Party Claim"** means a Claim made against a party to this Agreement by a third party.
- 1.18 **"Work Order"** has the meaning ascribed to it in clause 1A of the Cover Agreement.
- 1.19 **"Work Product"** means all drawings, data, plans, models, designs, reports, specifications and other documents and all concepts, inventions, methods, mechanisms, know-how, products and processes and any other deliverables to be prepared, produced or supplied by Consultant under the Agreement as part of the Services, and all copyright and other intellectual property rights therein. For greater certainty, Work Product does not include intellectual property that is proprietary to Consultant and (a) used by Consultant to prepare, produce or supply the Work Product; or (b) that is otherwise embedded within the Work Product ("**Embedded IP**"), provided such intellectual property was not specified as a deliverable under the Agreement; or (c) as specifically identified in Appendix B or the applicable Work Order.

## 2. Interpretation

Grammatical variations of defined terms have similar meanings, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter, where the context requires. The division of the Agreement into clauses, subclauses, paragraphs and Appendices is for convenience and does not affect the interpretation of the Agreement. The word "including" is deemed to be followed by "without limitation". Special Conditions, if any, govern over the Cover Agreement.

**APPENDIX B  
SCOPE OF SERVICES****1. SCOPE OF OWNER'S ENGINEERING SERVICES**

The Services to be provided by the Consultant in general consist of engineering, project management, project support, and related services required by BC Hydro for the road and bridge infrastructure associated with the Site C Project, all as more particularly described in this Appendix B. The particular Services required by BC Hydro and to be provided by the Consultant for specific phases or components of the Project will be set out in Work Orders from time to time agreed upon between BC Hydro and the Consultant in accordance with clause 1A of the Cover Agreement.

Following execution of the Agreement, the Consultant will be expected, in consultation with BC Hydro, to designate an "Owner's Engineering Team" or "OE Team" to oversee and participate in the provision of the Services as required from time to time under this Agreement. The OE Team may be increased or decreased in number by the Consultant, and may be altered in regard to the professional or other skills, backgrounds, and competencies of its members, as may be required for the provision of the Services required under each Work Order, all in consultation with BC Hydro.

The Consultant's OE Team will, through Consultant's "Corporate Sponsor" and/or "Project Advisor" designated in consultation with BC Hydro, report to BC Hydro's Project Manager responsible for the road and bridge infrastructure components of the Site C Project (who shall also be Hydro's Representative for purposes of this Agreement, unless changed by BC Hydro pursuant to the Agreement) or as otherwise directed by BC Hydro. The role of our Consultant's OE Team is to support the Project Manager in completing this stage of the Project. Consultant's OE Team will deliver the following primary tasks:

- 1.1 Define Consultant's scope of services in collaboration with BC Hydro and develop an overall work plan consistent with the Site C Project objectives;
- 1.2 Provide senior level professional personnel to advise on technical and project management matters;
- 1.3 Provide a dedicated individual, the "Lead Advisor", with experience and the appropriate skill set to assist in the day to day project management duties;
- 1.4 Provide other resources and personnel to define and update the project requirements, work plan, quality management plan, and technical reviews and assessments relating to each Work Order;
- 1.5 Provide technical and engineering support services when appropriate;
- 1.6 Provide or procure resources for specific technical and other assignments;
- 1.7 Provide qualified staff for discussion of any Site C Project issue within two (2) working days of an initial request communicated by Hydro's Representative;
- 1.8 Assist BC Hydro with procuring other services as identified and required by the Project, and in obtaining agreements and approvals from third parties;
- 1.9 Assist BC Hydro in obtaining input on all technical agreements and approvals from external regulatory agencies including, Federal, Provincial, and Regional;
- 1.10 Develop a supplemental communications plan specific to roads and bridges;
- 1.11 Assist or take the lead if requested in communications and consultations with all stakeholders and agencies, and property negotiations;

- 1.12 Attend meetings, including open houses, and make presentations at meetings involving BC Hydro, agencies, consultants or other stakeholders;
- 1.13 Identify and obtain additional data requirements and permitting;
- 1.14 Provide minutes of all meetings, design reports, other reports and deliverables associated with Work Orders;
- 1.15 Provide the resources and personnel for all day to day project management duties and contract administration, progress reporting, meeting organization and documentation, cost tracking and cost forecasting;
- 1.16 Maintain, schedule and apply cost control and quality control systems on specific Work Orders;
- 1.17 Track and report project management and professional services costs and schedules. Provide monthly progress reports at the end of each month outlining key activities carried out by the Consultant;
- 1.18 Provide monthly progress reports (in a format provided by BC Hydro) that report on scope, schedule, cost, quality, risks, and engineering, environmental, consultation and property acquisition activity;
- 1.19 Develop and regularly update the Project budget. Provide monthly financial report on expenditures, planned future expenditures, budget variances and results of audit activities;
- 1.20 Develop and maintain an overall quality management system for design and construction phases on behalf of BC Hydro for the road works component;
- 1.21 Coordinate and conduct review of geometric design and engineering plans and reports in accordance with BC Hydro's, BC Ministry of Transportation and Infrastructure's or TAC design requirements and Project Design Criteria; identify potential cost effective options to proposed designs where applicable; and
- 1.22 Serve as general support for BC Hydro on specific Work Orders by providing technical reports, plans, drawings, etc. necessary for internal use or stakeholder meetings.

## **2. Consultant's Client Services Commitments**

- 2.1 Consultant will ensure the availability of qualified resources for the duration of this Agreement; .
- 2.2 Consultant staff will be available if required as backup for senior positions with the consent of the Project Manager;
- 2.3 Consultant will work with BC Hydro resources and/or contractors to meet the Project's technical and business objectives. Consultant will establish direct lines of communication between individuals on its team and their counterparts at BC Hydro;
- 2.4 Consultant's Corporate Sponsor position will make weekly contact with BC Hydro Project Manager to discuss progress, collect feedback, and effect changes if required;
- 2.5 Throughout the Project Consultant will:
  - 2.5.1 Support BC Hydro's management team with comprehensive cost reporting and forecasting;
  - 2.5.2 Collaborate with the other BC Hydro Site C Project teams pro-actively;
  - 2.5.3 Be responsible and accountable for developing and integrating Consultant's work plans with those work plans of the other BC Hydro Site C Project teams'
  - 2.5.4 Integrate project management, engineering, property acquisition, environmental services, communication and consultation services, construction and maintenance requirements;
  - 2.5.5 Provide support in securing environmental and regulatory approvals, requiring assessments that may be seasonally dependent, which will take time to secure, and which may have to be integrated with other assessment and approval processes required as part of the Site C Project;

- 2.5.6 Support BC Hydro's communications team by providing stakeholder consultation expertise, and
- 2.5.7 Work with BC Hydro's property acquisition team to provide the necessary expertise to conduct right-of-way acquisition, and to work with other members of the Consultant in providing advice on costs, issues and risks that will shape and guide Project implementation.
- 2.6 Consultant will host succinct, weekly conference calls or in-person meetings that will allow BC Hydro and Consultant to speak about on-going and emergent opportunities, issues and risks.
- 2.7 Separate issue-specific discussions will be arranged with a smaller cast, and Consultant will prepare and issue minutes of all discussions and maintain a register of 'Action Items'.
- 2.8 Cost Effective Delivery Of Services: Strategies that will be applied to this work to provide for cost-effectiveness include:
  - 2.8.1 Establishing budgets that include all components of the Work (project management, design, construction, property, utilities) and include reasonable contingencies. Budget monitoring via regular reviews of Project costs,
  - 2.8.2 Pre-planning of resource requirements to identify what resources will be needed for the each Work Order,
  - 2.8.3 Consideration of delivery options for design services and construction,
  - 2.8.4 Risk assessments and risk management strategies for the Work,
  - 2.8.5 Value Analysis and Value Engineering to maximize design efficiency, and
  - 2.8.6 Flexibility to adapt to changes of condition and new information as they arise.

### 3. **CONTRACT MANAGEMENT**

Over the course of the contract BC Hydro expects to manage the contract through the development of work plans outlining specific tasks, budgets and deliverables. The Consultant will provide excellent communications and regular reporting in the following areas:

Work Package: Deliverables / Milestones	Date
<p>Detailed work plan for base load, including but not limited to:</p> <ul style="list-style-type: none"> <li>o Quality Management Plan</li> <li>o Identification of data and information requirements;</li> <li>o Communication plan;</li> <li>o Monthly cash flow estimate and total project budget estimate</li> </ul>	<p>Draft work plan due: Within one month of contract award</p> <p>Final work plan due: within two months of contract award</p>
<p>Additional work plans as required;</p> <ul style="list-style-type: none"> <li>o when new Work Order assignments are identified, develop a proposed scope of work, proposed individuals / resources / subcontractors, budget, schedule and deliverables for BC Hydro consideration;</li> <li>o as agreed with BC Hydro, implement any new Work Orders to meet the project schedule;</li> </ul>	As required
<p>Monthly reporting on:</p> <ul style="list-style-type: none"> <li>o Tasks completed,</li> <li>o Progress on deliverables,</li> <li>o Next month deliverables and cost forecasts,</li> <li>o Tasks and scope changes,</li> <li>o Any changes to project team members, partners, or subcontractors;</li> </ul>	7 <sup>th</sup> working day of each month
Quarterly reporting on issue identification, escalation processes and resolution between Consultant and BC Hydro.	

## Consultants Contract Management Commitments

Consultant's OE Team will work closely with BC Hydro's Project Manager throughout the Project, with the mutual goal of maintaining the contract's scope, schedule, and budget. Concurrently, Consultant will maximize its support and provide its expertise to facilitate the decision making process. Similar to Consultant's project management and reporting processes and procedures, an action and issue registry will be maintained that tracks contract issues. Beyond the regularly scheduled weekly/biweekly and quarterly meetings and the reporting structure described in Consultant's Reporting Commitments, ongoing communication between the Project Manager and the Corporate Sponsor will be important for addressing and defusing contract management and performance issues early.

Scope, schedule or fee amendment requests made too late by Consultant are inexcusable, and will not happen during this Agreement. At the start of the Project, details concerning Consultant's OE Team's team scope, schedule and budget will be shared internally so that accountability for these three key contract components is assigned to all members of Consultant's team. Consultant will track its internal costs monthly, and re-forecast future costs based upon the known or anticipated effort going-forward. With the approval of BC Hydro, Consultant will track any internal scope and cost adjustments and, rather than processing

amendments each time this happens, Consultant will provide BC Hydro with regular updates on the status of any additional services and any required amendments can be made, en masse if necessary.

Immediately upon Agreement initiation Consultant will convene a brainstorming session to identify the key issues, deliverables, and schedule. Consultant's OE Team will then complete a detailed work plan that identifies data and information requirement, projects cash flow and budget, and includes Consultant's Quality Manager and Communication plans. In addition the work plan will include a baseline schedule with critical milestones and deliverables, as well as Consultant's document control and issue management policies and procedures. Upon review and acceptance a final work plan will be submitted and used as the baseline comparison for contract management as the Project evolves.

### **Consultant's Reporting Commitments**

On a monthly basis, Consultant's OE Team will provide accurate cost reports of actual and forecast costs for its own services and those – engineering, property acquisition, procurement, and construction activities – for which Consultant is assisting BC Hydro in managing.

The schedule Consultant's OE Team develops, as part of the work plan will be established in coordination with the overall Site C Project and carefully monitored. Changes that might arise from delays or new information will be addressed either by increased effort, or by adjustment only with consideration to the overall Project.

Consultant's OE Team will be attentive to issue management and the need for early identification of politically sensitive issues, the importance of prompt notification to senior members, and will adhere to the communications protocols developed for the Project.

Consultant's staff will work with BC Hydro's staff and systems to define the requirements for managing documents, and refine procedures to ensure an effective system is in place that recognizes the interdependency between the document control and engineering functions.

Consultant's OE Team will use BC Hydro Site C branded templates and presentation materials. Protocols for transmitting and presenting will be identified and followed.

Consultant's OE Team will bring its experience with comprehensive project reporting to the Project. Comprehensive project reporting includes coordinating status update meetings with expenditure, schedule, and risk reviews. The Project's cost control, risk reviews, and scheduling tools will provide the data to be used by the Project team during review meetings and in preparing progress reports. This process allows for the effective communication of all progress information, not just to BC Hydro, but also between the team members and to affected stakeholders.

Consultant's OE Team Key Personnel are experienced with facilitating status update meetings, and generating monthly progress reports, expenditure management reports, minutes of meetings, and special reporting as the need arises. Status meetings will be held on a weekly or bi-weekly basis, with a strict two-day turn-around for meeting minutes. Progress reports will be delivered on a monthly basis, to allow for information to be as current as possible, and at an executive level on a quarterly basis. Consultant's OE Team's monthly reports will include a written summary of the tasks, milestones, and deliverables completed during the past month, along with the planned activity for the following month. These reports will include a schedule detailing the aforementioned in graphical format with a written summary of potential impacts and risks to the schedule and mitigation measures. The monthly reports will track task and scope

changes, and identify any changes to the Project team members, partners, or subcontractors. Quarterly reporting will concentrate on issue identification, escalation processes and resolution between Consultant and BC Hydro.

The level of detail of the monthly reports will change through the course of the Project as the requirements evolve. Project reporting formats and frequency may be refined as necessary as the work progresses and is reviewed against the work plan.

All progress reports will be in accordance with Consultant's Quality Procedures to ensure the accurate communication of information.

#### **4. Consultant's Quality Management Commitments**

Consultant's QMP is based on ISO 9001 2008 and will be the foundation for a project-specific QMP which will encompass all aspects of the road and bridges component of the Site C Project. This QMP will be developed and administered by Consultant's Quality Manager with the objective to meet or exceed BC Hydro's expectations for quality.

The Quality Management System (QMS) that is established and implemented at the initiation of the Project will be based on Project-specific requirements. This will ensure that all aspects of the Services provided under this Agreement are delivered with a high level of quality and so that the BC Hydro's expectations for quality are met. This Project QMS will fully integrate the existing Quality Management Systems of all corporate entities that are involved in the design and construction of the Project to create a functioning quality management process that can be effectively managed.

The Quality Management System of the Consultant, which will form the basis of the Project QMS, is a highly efficient tool that is used in the day-to-day delivery of services to its clients. As mandated under Consultant's ISO 9000 certification, its corporate QMS is based on the philosophy of continual improvement. Specific processes that are inherent in Consultant's corporate QMS and its Quality Management Plan are:

- 4.1 Identify the processes needed for the quality management system and their application throughout the organization
- 4.2 Determine the sequence and interaction of these processes
- 4.3 Determine criteria and methods needed to ensure that both the operation and control of these processes are effective
- 4.4 Ensure the availability of resources and information necessary to support the operation and monitoring of these processes
- 4.5 Monitor, measure and analyze these processes
- 4.6 Implement actions necessary to achieve planned result and continual improvement of these processes

This process approach is defined at two levels;

**Portfolio Level:** Process approach is described in the Quality Management Plan.

**Project Level:** Process approach is described in the respective Project quality plan and PEP (Project execution procedure), which deals with individual processes.

#### **5. Consultant's Aboriginal Content Commitments**

Consultant:

- 5.1 Does not operate as an Aboriginal Business, although Consultant does employ people of Aboriginal decent/heritage;
- 5.2 Is an equal opportunity employer that does not discriminate on any basis in relation to its employees, consultants or subcontractors and that prides itself on the ethnic diversity of its personnel;
- 5.3 Will give full consideration to engaging aboriginal services where practical depending on the actual scope of services, geographical location and skills required;
- 5.4 Has an extensive training program for new and existing employees. Any aboriginal employees joining Consultant receive training and mentoring to allow them to succeed and grow their careers.

Consultant's OE Team will work with BC Hydro to look for ways to include Aboriginal companies, including Consultant's [REDACTED], and workforces into the scope of Services and work plan. The overall number of Aboriginal workers will depend on the extent to which [REDACTED] is utilized in the final work plan and task assignments. [REDACTED] is a First Nations owned and operated company qualifying as an "Aboriginal Business", which as a practice will employ members from local First Nations communities [REDACTED].

## **6. Communication and Consultation**

BC Hydro will work with the successful Proponent to ensure that any and all communications and interaction with external parties is planned and documented.

## **7. Property Access**

Any access by consultants onto private lands, Crown Lands or onto BC Hydro lease lands shall be in accordance with the current policies and protocols in place as established by BC Hydro and the Site C project.



## APPENDIX C COMPENSATION

### 1. FEES

- 1.1 **Fees** - Subject to clause 1.2 of this Appendix C, BC Hydro will pay Consultant for performance of the Services fees, calculated based on time spent by Consultant's personnel in performing the Services, in accordance with the following:

Category	Position	Personnel Class	Hourly Rate
<b>Core OE Team</b>	Lead Advisor	ADV1	■■■■
	Quality Manager	QM	■■■■
	Lead Advisor Assistant	ADV2	■■■■
	■■■■/First Nations Advisor	ARCH1	■■■■
	Environmental Advisor	ENV	■■■■
	Cost Estimating Advisor	EST1	■■■■
	Highway Design Advisor	ENG2	■■■■
	Bridge/Structural Advisor	ENG1	■■■■
	Geotechnical Advisor	ENG1	■■■■
	Corporate Sponsor	ENG2	■■■■
	Administrative Support	ADMIN1	■■■■
<b>Staff Complement</b>	Stakeholder Consultation 2	STKR1	■■■■
	Stakeholder Consultation Asst 1	STKR2	■■■■
	Property Advisor	PROP	■■■■
	ENG1 - Transportation	ENG1	■■■■
	ENG2 - Transportation	ENG2	■■■■
<b>Transportation</b>	ENG3 - Transportation	ENG3	■■■■
	ENG4 - Transportation	ENG4	■■■■
	ENG5 - Transportation	ENG5	■■■■
	ENG6 - Transportation	ENG6	■■■■
	TECH1 - Transportation	TECH1	■■■■
	TECH2 - Transportation	TECH2	■■■■
	TECH4 - Transportation	TECH4	■■■■
	Administrative Support	ADMIN2	■■■■
<b>Community Infrastructure (Civil, Drainage, etc.)</b>	ENG3 - Community Infrastructure	ENG3	■■■■
	ENG5 - Community Infrastructure	ENG5	■■■■
	ENG6 - Community Infrastructure	ENG7	■■■■
	TECH1 - Community Infrastructure	TECH1	■■■■
	TECH3 - Community Infrastructure	TECH3	■■■■
	Administrative Support	ADMIN3	■■■■
<b>Structural</b>	MAN - Bridges and Structures	MAN1	■■■■
	ENG3 - Structural	ENG3	■■■■
	ENG4 - Structural	ENG4	■■■■



[REDACTED]	Victoria
[REDACTED]	Victoria

- 2.2.1 [REDACTED]
- 2.2.2 [REDACTED]
- 2.2.3 Other technical staff located in Calgary or Winnipeg, if utilized in the assignment, will not require regular if any travel to Vancouver or Ft. St. John.

### 3. PAYMENT CONDITIONS

- 3.1 **Invoicing** - Consultant will invoice fees and expenses monthly. Consultant shall send invoices to:

BC Hydro Accounts Payable  
6911 Southpoint Drive  
Burnaby, BC V3N 4X8

The following information is required on all invoices:

- Order Number;
- Invoice Number; and
- Total invoice value.

The following information is required on invoices only where applicable:

- Blanket order release number;
- Order line number;
- Shipping information;
- Quantity;
- Unit price; and
- GST/HST registration number, if applicable.

Undisputed invoices, or if BC Hydro exercises its discretion under clause 3.2, undisputed portions of invoices, are due 30 days after the invoice date. Interest is payable, in Consultant's discretion, on overdue invoice amounts at the rate of 1.5% per month (19.56% per annum).

- 3.2 **Disputed Invoices** - BC Hydro reserves the right to withhold payment of any invoice, or, at BC Hydro's discretion, any portion of an invoice, which BC Hydro determines is not in accordance with this Agreement and will on receipt of such invoice promptly notify Consultant in writing of the reason for such withholding.
- 3.3 **Taxes** - Fees and expenses do not include any applicable Canadian federal Goods and Services Tax ("GST"), which will be calculated and included as a separate line item in invoices, for payment by BC Hydro in accordance with applicable Laws. Notwithstanding the foregoing, if Consultant is obliged to collect GST/HST in respect of the Services performed under this Agreement, Consultant must be registered for

GST/HST under the *Excise Tax Act* (Canada) and must provide to BC Hydro on all invoices, Consultant's GST/HST registration number. British Columbia Social Service Tax is not chargeable by Consultant or payable by BC Hydro under this Agreement.

- 3.4 **Non-Resident Withholding** - Where Consultant is a non-resident of Canada, BC Hydro may withhold from any payments to Consultant, and remit to such applicable governmental agency or authority, such amounts as may be required to be withheld and remitted pursuant to applicable Laws.
- 3.5 **Records** - Consultant will maintain for a period of 6 years accurate records of time spent by its personnel in performing Services and of expenses incurred and provide to BC Hydro copies of all applicable receipts (other than credit card receipts) for which Consultant seeks reimbursement. In addition, Consultant will permit BC Hydro, at its request, to examine those records at Consultant's offices during normal business hours for the purpose of verifying the accuracy of invoices.
- 3.6 **Contract Personnel** - Persons who are retained by Consultant as independent contractors under contract and assigned to perform Services will be invoiced using a charge rate that is equal to that of employees of Consultant in equivalent positions.
- 3.7 **Affiliate Personnel/Expenses** - Affiliate personnel assigned to perform Services, whether by secondment from, or subcontract with, the Affiliate will be invoiced at the rates determined under clause 1.1, without further mark-up, as though they were employees of Consultant. Expenses incurred by an Affiliate will be invoiced at the rates provided in clause 2.1 without further mark-up.
- 3.8 **Currency** - Fees and expenses will be paid in Canadian dollars ("**Contract Currency**"). If wages, salaries or expenses are incurred and paid in any other currency, they will be converted to the Contract Currency at the conversion rate quoted by Royal Bank of Canada for the business day preceding the invoice date.
- 3.9 **Fixed Rates** - Consultant acknowledges and agrees that charge rates for Consultant's personnel and expenses are fixed for the term of the Agreement and are not subject to review and adjustment.

## **APPENDIX D INSURANCE**

### **1. Insurance Required**

Consultant will obtain, maintain until completion of the Services or earlier termination of the Agreement or such longer period as may be specified below, and pay the premiums for, the following insurance coverage.

- (a) Automobile Liability Insurance. Automobile liability insurance covering liability for bodily injury, including death, and property damage arising out of ownership, use or operation of Consultant owned or leased licensed motor vehicles of [REDACTED] inclusive per occurrence.
- (b) Professional Liability Insurance. A "Professional liability insurance policy" in an amount of [REDACTED] per claim and in the aggregate, to cover damages because of any error, omission or negligent act in professional services rendered by Consultant. Subject to reasonable commercial availability coverage will be maintained for at least 24 months after completion of the Services or earlier termination of the Agreement.

### **2. Proof of Insurance**

Upon request by BC Hydro, Consultant will provide BC Hydro with a completed Certificate of Insurance evidencing insurance coverage in place meeting the requirements set out above in this Appendix D, except that no evidence of automobile insurance required under paragraph 1(a) above is required unless evidence of such insurance is specifically requested.

### **3. Notice of Cancellation**

All insurance policies required under paragraphs 1(b) and (c) of this Appendix D must provide that 30 days written notice of cancellation be given to BC Hydro. Consultant is solely responsible to determine the appropriate type and amount of insurance to carry, but must maintain, during the Agreement, at least the amount and type of insurance specified in this Appendix D.

### **4. Workers Compensation**

Consultant will comply with workers compensation or equivalent legislation that is applicable to it, including the payment of assessments and dues thereunder. Consultant's Workers' Compensation Board registration number is [REDACTED] in the jurisdiction of British Columbia. If Consultant has workers compensation coverage by insurance, the insurance certificate provided under paragraph 2 of this Appendix D must identify such coverage under "OTHER".

At any time on request of BC Hydro when Consultant is registered with a Workers' Compensation Board, Consultant will deliver to BC Hydro a statement from the applicable Workers' Compensation Board that Consultant is registered and in good standing.

**APPENDIX E  
CHANGE ORDER FORM**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

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Contract No. \_\_\_\_\_

PAGE 1 of 2

Consultant: \_\_\_\_\_

**CHANGE ORDER**

*Notes:*

- (1) *Where space on this form is insufficient, please reference and attach additional sheets.*
- (2) *Terms used in this form and defined in the Agreement have the meaning given them in the Agreement unless otherwise defined.*

DESCRIPTION OF CHANGE IN THE WORK: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE:**

Notice of Claim - Changes No. \_\_\_\_\_

Drawings: \_\_\_\_\_

Specifications: \_\_\_\_\_

Other Instructions: \_\_\_\_\_

**CONTRACT PRICE ADJUSTMENT:**

**Method of Valuation**

*Tick one:*

- ☐ CONTRACT UNIT PRICE
- ☐ ADDITIONAL UNIT PRICES
- ☐ LUMP SUM
- ☐ COST PLUS PERCENTAGE

**Details of Valuation**

\_\_\_\_\_

\_\_\_\_\_

**Contract Price**

Estimated Contract Price before this Change Order: \$ \_\_\_\_\_

Adjustment (firm ☐/estimated ☐): \$ \_\_\_\_\_

*(Tick the appropriate box)*

Estimated Contract Price after this Change Order: \$ \_\_\_\_\_

Contract No.

PAGE 2 of 2

Consultant: \_\_\_\_\_

**CHANGE ORDER**

SCHEDULE ADJUSTMENT

☐ No Adjustment

☐ Adjustment: +/- \_\_\_\_\_ days

Date required for completion of the Services: \_\_\_\_\_, 20\_\_\_\_

SPECIAL CONDITIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

SIGNED:

**Consultant**

**British Columbia Hydro & Power Authority**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signatory Authorized Signatory



## APPENDIX F SPECIAL CONDITIONS

### SC1 CONFLICT OF PROVISIONS

In the event of conflicts or inconsistencies, if any, between or among the special conditions contained within this Appendix F and the other terms and conditions of the Agreement, the special conditions set out in this Appendix F take precedence and govern over the other terms and conditions of the Agreement.

### SC2 FAILURE TO COMPLY WITH BC HYDRO POLICIES

SC2.1 Safety: The Contractor shall comply with BC Hydro's Safety policy and procedures. Failure to do so may result in termination of the contract per the provisions paragraph 16 Suspension/Termination By BC Hydro of the Cover Agreement.

SC2.2 Trespass: The Contractor shall ensure all permissions are in place prior to the entry onto Crown, private and/or leased lands. Failure to comply may be cause for termination of the contract per the provisions paragraph 15 Suspension/Termination By BC Hydro of the Cover Agreement.

### SC3 KEY PERSONNEL

Consultant Key Personnel are listed in the table following this paragraph. During this Agreement, Consultant shall make best commercial efforts to ensure Consultant Key Personnel are available for the indicated commitment percentage during the term of the contract. None of these Consultant Key Personnel will be changed without BC Hydro's prior approval, except for death, disability, termination of employment or personal compassionate reasons or unless so agreed by BC Hydro, such agreement not to be unreasonably withheld. If any Consultant Key Personnel are so changed, they will be replaced with a person approved by BC Hydro and at no additional cost to BC Hydro. Consultant's Lead Advisor is authorized to act for and bind Consultant on all matters relating to the Agreement. BC Hydro appoints [REDACTED] [REDACTED] as Hydro's Representative, provided always BC Hydro may, upon notice to Consultant, change such appointment from time to time.

Key Personnel:	Location	Team Role	Minimum Commitment
[REDACTED]	[REDACTED]	Project Sponsor	<del>&gt;50%</del> 20%
[REDACTED]	[REDACTED]	Lead Advisor	<del>100%</del> 90%
[REDACTED]	[REDACTED]	Quality Manager & Construction Advisor	15%
[REDACTED]	[REDACTED]	Lead Advisor Assistant	100%
[REDACTED]	[REDACTED]	Highway Design Advisor	60%
[REDACTED]	[REDACTED]	Bridge/Structural Advisor	40%
TBD	TBD	Traffic Advisor	75%
[REDACTED]	[REDACTED]	Geotechnical	50%



Key Personnel:	Location	Team Role	Minimum Commitment
[REDACTED]		Advisor	
[REDACTED]	[REDACTED]	Cost Estimating Advisor	25%

#### **SC4 SUBCONSULTANTS**

Subconsultants will be engaged in consultation and with the approval of the BC Hydro Project Manager. Throughout the term of the Contract, with the advance approval of the BC Hydro Project Manager, subconsultants may be added, changed, or removed based on identified work tasks, BC Hydro's requirements and preferences, and the availability and appropriateness of other resources who may already be available to or within BC Hydro.

**APPENDIX G  
SAMPLE WORK ORDER TEMPLATE**

**WORK ORDER**

This Work Order is made as of \_\_\_\_\_, 20\_\_ between British Columbia Hydro and Power Authority ("**BC Hydro**"), and \_\_\_\_\_ ("**Consultant**"). This Work Order incorporates by reference the terms and conditions of the Consulting Services Agreement between the parties dated \_\_\_\_\_, 2010 the "Master Agreement". In case of conflict between the terms and conditions of this Work Order and the terms and conditions of the Master Agreement, this Work Order shall prevail. However any changes, including additional terms and conditions, that Consultant may purport to impose in response to this Work Order will not be valid unless and until expressly accepted in writing by BC Hydro.

BC Hydro and Consultant agree that Consultant will perform the Services described in this Work Order on the following terms:

- A. Description and Location
- B. Scope of Services and Deliverables
- C. Key Personnel
- D. Timeline and Schedule (including project meeting schedule)
- E. Compensation and Expenses (as per master agreement)
- F. Specific Terms (if applicable)

APPROVED AND ACCEPTED BY BOTH PARTIES as of the date first above written.

**British Columbia Hydro and Power Authority**

**[Consultant]**

per: \_\_\_\_\_  
Authorized Signatory  
Name/Title

per: \_\_\_\_\_  
Authorized Signatory  
Name/Title