



December 31, 2019

Consumer Protection BC
321 – 3600 Uptown Boulevard, PO Box 9244
Victoria, BC V8W 9H2

Dear Robert Gialloreto:

Re: Contract Number 079CS113906
Customer Complaint Referral Services

Enclosed is a signed copy of the above noted contract for your records.

Please provide the completed Ministry Certificate of Insurance (H0111) at your earliest convenience and ensure that your coverage is current and will be maintained for the entire term of the contract.

Please reference our Contract Number **079CS113906** on associated correspondence and invoices.

Thank you for your cooperation.

Yours truly,

Heather Weir
Financial Officer

Enclosure(s)

copy: Payment Services
Ade Obatusa, Team Lead, Passenger Transportation Branch



This Agreement,

MADE ON THE 20TH DAY OF DECEMBER 2019BETWEEN: **HER MAJESTY THE QUEEN** IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.Address **PO Box 9850, STN PROV GOVT, Victoria, BC**

(hereinafter called the "Province")

V8W 9T5

POSTAL CODE

AND: **Consumer Protection BC**Address **321 - 3600 Uptown Boulevard, PO Box 9244****Victoria, BC**

(hereinafter called the "Contractor")

V8W 9H2

POSTAL CODE

Short Description: **Consumer Complaint Referral Services**

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)

2020/01/01

COMPLETION DATE (yyyy/mm/dd)

2020/12/31

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
- ☒ Confidentiality Agreement
- ☐

WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

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

SIGNATURE OF CONTRACTOR

Tammy Donison-McKay
Manager, Financial Services
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE

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.



CONTRACT IDENTIFICATION NUMBER

079 | CS | 113906

The Contractor shall:

Respond to customers' inquiries and complaints on taxis and TNS on business practices and/or consumer protection laws;

Provide direct customer complaint referral services from passengers by receiving, responding, tracking, and referring to appropriate agencies;

Provide telephone assistance services to passengers from 8:30 am to 4:30 pm (PST) during regular business days of Monday to Friday, excluding statutory holidays and will have a voice messaging service and website available 24-hours per day, 7 days per week, unless otherwise posted;

Provide a toll-free consumer inquiry line, a website, which will include a web-based complaint form for passengers;

Educate customers and businesses on fair business practices;

Provide monthly and quarterly reporting indicating the total number of complaints received, total number of referrals made, the agencies to which the referrals were made, and any other information as may be deemed necessary;

Advertise services so that the public can reasonably access and find contact information to a toll-free consumer inquiry line and website; and,

Provide either verbal or written briefings to Ministry or Provincial representatives on statistical trends and/or other relevant data for the Ministry to understand taxi and TNS passenger complaints.

The Contractor may work at various locations within British Columbia and is expected to provide customer complaint referral services to all passengers accessing services within the province of British Columbia.

The Ministry reserves the right to expand or reduce the scope of the Contractor's Services at any time during the term of the Contract.

At the discretion of the Ministry and subject to available appropriation, satisfactory performance, and concurrence by the Contractor, the Term of the Contract may be extended for a renewal Term of not greater than three (3) more additional one-year terms.



METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

079 | CS | 113906

Payment Amount	Period Ending
\$12,500	March 31, 2020
\$12,500	June 30, 2020
\$12,500	September 30, 2020
\$12,500	December 31, 2020

At the discretion of the Ministry and subject to available appropriation, satisfactory performance, and concurrence by the Contractor, the Term of the Contract may be extended for a renewal Term of not greater than three (3) more additional one-year terms.

The price will be firm for the initial term of the Contract, but may be negotiated for the renewal term, if the renewal does occur.

Fees for additional resources and/or expenses necessary for the performance of an assignment, shall be pre-approved in writing by the Ministry and will be reimbursed at cost. If applicable, copies of third-party invoices and supporting receipts will be required.

The Ministry reserves the right to negotiate a fixed fee/lump sum price for any specific task or tasks.

Except as expressly set out in the contract, the Ministry will not be liable to any party, including the Contractor, for any costs, expenses, or other charges in association with any part of the Services.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Quarterly, in arrears, as described above.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 50,000.00 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.



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 **\$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

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

EXCLUSIONS NOT PERMITTED

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

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

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

DEDUCTIBLES

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

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

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

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

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

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

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

4. AUTOMOBILE LIABILITY INSURANCE

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

5. PROTECTION AND INDEMNITY INSURANCE

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

6. AIRCRAFT INSURANCE

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

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:
The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 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:	Brokers' Reference No.
	Award or Effective Date _____ (yyyy/mm/dd)

INSURED Name _____
 Business Address _____

BROKER Name _____
 Business Address _____

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

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

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

Print or Type Name

Date (yyyy/mm/dd)

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

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

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

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

2. Extension of Coverage

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

3. Cross Liability

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

4. Exclusions Not Permitted

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

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

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

5. Products and Completed Operations Hazard

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

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

1. Additional Named Insured Clause

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

2. Loss Payable Clause

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

3. Waiver of Subrogation

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

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

1. Cancellation

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

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

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

1. Cancellation

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

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).

CONFIDENTIALITY AGREEMENT

Re: Consumer Complaint Referral Services
Contract Number 079CS113906 (the "Services Contract")

Consumer Protection BC (the "Contractor") has executed the **Services Contract** with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation & Infrastructure (the "Ministry") to deliver the services as described in the Services Contract (the "Services"). The Ministry may, in connection with the performance of the Services Contract, disclose to the Contractor and to the Contractor's employees, contractors or subcontractors, findings, data, source code, designs, plans, specifications, working papers, reports, documents and other material (the "Material") in electronic, digital, hard copy or any other form whatsoever.

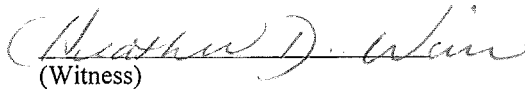
FOR GOOD AND VALUABLE CONSIDERATION and the payment of one dollar from the Province to the Contractor, the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor agrees as follows.

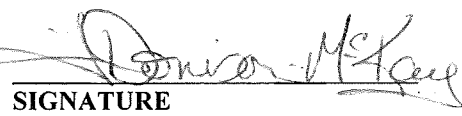
1. The Contractor will treat as confidential and will not, without the prior written consent of the Ministry use, publish, disclose or permit to be used, published or disclosed either prior to or subsequent to termination or expiration of this Agreement or of the Services Contract, any Material that comes to the knowledge of the Contractor, or is supplied to or obtained by the Contractor, in connection with the delivery of the Services or the performance of the Services Contract except:
 - (a) insofar as such use, publication, or disclosure is necessary to enable the Contractor to perform the Services Contract;
 - (b) insofar as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia); or
 - (c) insofar as the data or information to be used, published, or disclosed is general public knowledge.
2. The Ministry may, without notice to the Contractor, end the Contractor's access to the Material if the Contractor does not adhere to the provisions contained in this Agreement or the Services Contract.
3. The Contractor will comply with such directions as the Ministry may make with respect to ensuring confidentiality of the Material, which direction may include, without limitation, the following:
 - (a) restrictions upon access to the Material;
 - (b) restrictions upon reproduction of the Material;
 - (c) restrictions upon uses to which the Material may be put;
 - (d) imposition of other procedures to ensure confidentiality both prior to and subsequent to termination or expiration of this Agreement and the Services Contract; and
 - (e) requirements that the Contractor implement and maintain procedures to ensure that each employee, contractor or sub-contractor of the Contractor who will perform the Services or have access to the Material, will maintain the Material in confidence in accordance with the terms of this Agreement.
4. The Contractor will not perform any service for or provide information or advice to any person, or engage in any activity, if the service, the provision of information or advice or the activity in the reasonable opinion of the Ministry gives rise to an actual or perceived conflict of interest or unfair advantage in respect of any works, contracts or projects of the Ministry.
5. The terms and conditions of section 1 and section 4 of this Agreement will survive the expiration or termination of this Agreement or the Services Contract.
6. The waiver by any party of strict observance or performance of any term or condition of this Agreement or of any breach thereof by the other party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term or condition of this Agreement or of any breach thereof on the part of that other party.

7. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
8. If any section of this Agreement or any part of a section, is found to be illegal or unenforceable, that section or part, as the case may be, will be considered separate and severable and the remaining sections and parts thereof, shall not be affected or impaired thereby and shall be enforceable to the extent permitted by law.
9. The rights, powers and remedies of the parties under this Agreement are not intended to be exclusive and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the parties under this Agreement, any other agreement, at law or in equity and the exercise by a party of any right, power or remedy shall not preclude the simultaneous or later exercise by that party of any other right, power or remedy.
10. Each of the parties shall, upon the reasonable request of any other party, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement by their duly authorized representatives as follows:

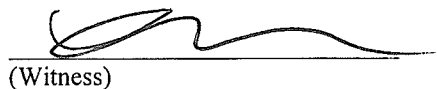
SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by a duly authorized representative of the Minister of Transportation & Infrastructure on DEC 31, 2019 in the presence of:


(Witness)


SIGNATURE
For the Minister of Transportation & Infrastructure

MANAGER, FINANCIAL
TITLE SERVICES

SIGNED on behalf of **the Contractor** by a duly authorized representative on DEC 24, 2019 in the presence of:


(Witness)


SIGNATURE
For the Contractor

CEO
TITLE