

**1.0 SCOPE OF SERVICES**

**1.1 General**

The Project and Services are as described in this Schedule A and as set out in Consultant's Proposal, attached to and forming part of these Articles of Agreement.

Kamloops Airport Authority Society ("Owner") seeks to develop a project consisting of a progressive design, tender, construction management, and inspection services for the Site Civil Works upgrades at the Kamloops Airport. The purpose of this project is to progressively expand the Airport's water, sanitary sewer and road networks to support commercial and light industrial development of airport lands along the north and south sides of Airport Road by adding to and/or modifying existing systems as described in the Scope of Work of the RFP.

Consultant has set itself out as a competent design and engineering professional with experience in urban systems design per the applicable industry standards and has agreed to perform the Scope of Work consisting of design and engineering services relative to the Project and the Project's overall intent as identified in the Consultant's Proposal dated mm/dd/yy

Basic services consist of design, engineering, tender construction management and inspections services necessary to allow a competent contractor to construct the Project reasonably and efficiently from drawings and specifications issued by the Consultant. The Consultant shall be fully responsible for managing and coordinating the services of all sub consultants for which the Consultant is responsible.

It is expected that the Consultant's services will be required over a minimum of a three (3) year as construction works progress in concert with development of the Airport Lands.

**1.2 Project Description**

**1.2.1 General – Design**

The Services that the Consultant shall be required to perform and which are included in the design fee and identified in the Consultant's Proposal dated mm/dd/22, shall include but not be limited to the following:

- Design to applicable industry code requirements.
- Review and verify as built drawings, surveys and monitoring points, and incorporate into the design.
- Design works to meet requirements of the Owners construction schedule and the Owner's construction phasing plans.
- Provide letters of Assurance and post-construction compliance requirements.
- Consultant will be required to complete "Letters of Assurance", and shall serve as coordinating registered professional. Consultant shall make diligent efforts to coordinate with the relevant disciplines to obtain the Letter of Assurance.
- Preparation of detailed specifications and CADD drawings.
- Develop consultant quality assurance program to compliment contractor's quality control program.
- Provide scope of work for and manage survey and geotechnical services to deliver the project successfully.
- Consultant is advised that if required the Owner will retain an approved environmental consultant (AEC) that will conduct an environmental impact assessment (EIA) on the Project. Consultant will be required to implement recommendations from the EIA into the design. Consultant is to coordinate with the AEC.
- Design all permanent services including, but not limited to: water, sewer, stormwater, grading plans, roads, street lighting, coordination of power, gas, and data utilities.

- All design work to be done where practical. The Owner shall not be invoiced for Consultant fixing Consultant's drawing errors.
- All accounting work to be done where practical.
- Review and comment on shop drawings and approve shop drawings.
- Other related features required to complete a full and detailed design coordinated with the work of other consultants on the design of other components.
- Perform complete design of all works, use performance specifications only after receiving the written approval from the Owner or the Owner's Representative.
- Coordinate and tie in with utilities.
- Perform mechanical design.
- Perform electrical design and all electronic systems design.
- Perform civil design.
- Design power feed and supply if required.
- Consultant will be responsible to thoroughly check and review all drawings including those of sub consultants at each stage of design completion and particularly before tender.
- Perform code analysis and equivalencies.
- Provide detailed drawing production schedule and design schedule by discipline.
- Submit drawings specifications to the Owner for review before issuing for tender and Certified for Construction drawings.
- Prepare addenda.
- Give presentations at briefing meetings and answer technical questions by tenderers.
- Participate in construction tender evaluation and consultation as directed by the Owner or Owner's Representative.
- Make recommendations on the award of contracts.
- Prepare and deliver certified for construction (CFC) contract documents, requirements, drawings and specifications reflecting changes resulting from the tender phase.
- Provide a complete design prior to award of any and all contracts. Incomplete design elements shall not be transferred to the field for correction.
- Present the design of the Project at meetings as required with the Owner.
- Provide the necessary certified drawings and contract documentation for execution by the contractors.
- Make presentations to the Owner.
- Review the contractors' drawings and shop drawings as required.
- Provide other responsibilities appropriate to the designation of "Consultant" contained in the General Conditions of Contract and all applicable clauses.
- Support the owner, as required, to obtain design approvals from the Owner as required.
- Abide by the Owner's Construction Safety/Security Manual.
- Ensure that a complete set of as-built drawings and specifications are submitted from contractors doing the work designed by the Consultant. Within 6 weeks following completion of construction, the Consultant shall review the submission,

ask contractors to revise the material and then submit the whole package to the Owner.

### 1.2.2 General – Cost

Re-design the Project or elements and aspects of the Project to award of construction contract, at no additional cost to the Owner, to ensure the 100% completion cost estimate reviewed and approved by the Owner, prior to tender, is not exceeded. Redesign will be required if 3 qualified tender packages are received that exceed the approved 100% cost estimate by more than 20%

In providing opinions of probable cost, it is recognized that neither the Owner nor the Consultant has control over the costs of labour, equipment or materials, or over the Contractor's methods of determining prices. The opinions of probable cost are based on the Consultant's reasonable professional judgement and experience and do not constitute a warranty, express or implied, that the Contractor's bids, or the negotiated price of the work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Consultant. Exact costs will be determined only when bids have been received for the project and when the construction work has been performed and payments finalized.

### 1.2.3 General – Field Services

The Services that the Consultant shall be required to perform and which are included in the design fee are identified in the Consultant's Proposal mm/dd/22. Field services will be for day to day field coordination issues on Site: schedule, cost, resolution of interferences, responding to inquiries, review. Fee in Consultant's Proposal reflects the appropriate amount of review required to sign the letters of compliance.

Provide appropriate quality assurance to the Contractors Quality Control and/or Owner's testing program.

Attend meetings with the Owner or the Owner's Representative as required (and attended when appropriate by the sub-consultants) with minutes recorded and distributed.

Meetings with contractors as required.

Staff to receive site orientation and attend safety meetings.

Review of claims for changes in the Work.

Verify that construction is proceeding in conformance with basic design intent and all applicable codes and authorities having jurisdiction.

Generate deficiency lists complete with values and scheduled completion dates and monitor progress.

Carry out the necessary reviews and ultimately certify Substantial Performance of the Work and Total Performance of the Work when achieved.

Perform other responsibilities appropriate to the designation of "Consultant" contained in the General Conditions of Contract and all applicable clauses.

Review and approve contractor documentation, including Operating & Maintenance (O&M) manuals submitted by contractors to the Consultant.

Supplement contractor as built drawings and manuals as required.

Consultant is to prepare minutes of meeting for all meetings during design phases. Consultant is also to review and approve minutes of meeting prepared by contractors during construction stages.

Certify that the design and construction has met all applicable codes and requirements of authorities having jurisdiction.

Assist contractors with preparation of turnover packages complete with all back-up materials.

Assist Owner or the Owner's Representative with any issue arising from warranty/guarantee/compliance by contractors, vendors or persons associated with Work Product designed by the Consultant.

Provide final copy of the specifications in electronic format.

**1.2.4 Project Schedule**

**1.2.4.1 Design Stage**

The Consultant is to work with the Owner to develop a design milestone schedule.

Having regard to the importance to the Owner of maintaining its schedule for the Project and the detriment which may be incurred by the Owner if such schedule is not maintained, Consultant agrees to commence, perform and complete the Services in accordance with the commencement and scheduled completion dates set forth in Schedule C and to complete each stage of the Services on or before the respective scheduled completion date.

In providing opinions of project schedule, it is recognized that neither the Owner nor the Consultant has control over the Contractor's methods of determining time. The opinions of project duration are based on the Consultant's reasonable professional judgement and experience and do not constitute a warranty, express or implied, that the Contractor's project schedule will not vary from the Owner's schedule or from any opinion of project schedule prepared by the Consultant.

The schedule activities will detail drawing packages, specification preparation, vendor and shop drawing review and field supervision.

A design schedule will be submitted to the Owner or the Owner's Representative for review and approval within one week of signing of these Articles of Agreement.

Subsequent progress evaluations are to be submitted on a monthly basis and must be received before each month's invoice is approved for payment.

**1.2.4.2 Construction Stage**

The Consultant is to work with the Owner to develop a construction milestone schedule for tender purposes.

**2. DESCRIPTION OF SERVICES**

**2.1 Scope of Services**

The Consultant shall carry the responsibilities as outlined below and provide the following Services and deliverables in the course of the design and engineering for terminal expansion.

**2.1.1 Design Services**

The Consultant is to design all elements of the Site Civil Works expansion in general accordance with the schedule itemised in sufficient detail to obtain firm prices by a contractor as identified in Section 2.2.5 Contract Strategy.

**2.1.1.1 Detailed Design**

Pending the appropriate treatment of issues and concerns arising from the Owner's review and approval of preliminary design material by the Owner, the Consultant will proceed with production of detailed design drawings, specifications and tender documents for the Project including all necessary programs and elements.

The detailed drawings and specifications are to be delivered to the Owner or the Owner's Representative for review and approval at the following stages:

50% complete design drawings and specifications.

100% complete design, drawings and specifications.

CFC drawings, specifications, and contract documents for certified for construction issue, to be completed not later than one week after contract award.

**2.1.1.3 Tender Packages**

At time of tenders for the Project Package Contracts, the Consultant shall have achieved 100% complete drawings and specifications, and complete tender documents for each specific tender package.

The Consultant shall also prepare addenda (whether in drawing, specification or documentary form), attend and give presentations at briefing meetings with prospective contractors, and answer technical questions by tenderers.

The Consultant will participate in tender evaluations and consultations as directed by the Owner, and make recommendations on the award of Contracts.

**2.1.1.4 Shop Drawings**

The Consultant shall review the shop drawings as part of the design fee of contractors and suppliers commencing post award of the contract and continue in accordance with the contractor's shop drawing schedule.

**2.1.1.5 Completeness of Design**

The Consultant shall provide a complete design prior to award of any and all contracts. Incomplete design elements shall not be transferred to the field for correction. The Consultant shall produce design documentation which is complete, clear, and accurate and is properly coordinated with all disciplines. The Consultant bears full responsibility for corrections of incorrect or incomplete drawings and documentation under the Agreement.

**2.2.1 Management Services**

**2.2.1.1 Construction Cost Management**

In providing opinions of probable cost, it is recognized that neither the Owner nor the Consultant has control over the costs of labour, equipment or materials, or over the Contractor's methods of determining prices. The opinions of probable cost are based on the Consultant's reasonable professional judgement and experience and do not constitute a warranty, express or implied, that the Contractor's bids, or the negotiated price of the work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Consultant. Exact costs will be determined only when bids have been received for the project.

The Owner may reasonably increase or decrease the scope of work and the Construction Budget. There shall be no change in Consultants lump sum price unless there is an approved change in scope of Services.

**2.2.1.2 Capacity as Consultant**

Pursuant to General Conditions of Contract GC1.1.21, the Consultant acknowledges the designation of "Consultant" for the purpose of administration of all contracts for construction work designed by the Consultant.

**2.2.1.3 Additional Services**

The Consultant is able to provide additional Services to the Owner and seek Compensation for changes to Scope of the Work which is not otherwise included in these Articles of Agreement. Additional Services shall only be provided if authorized by the Owner or the Owner's Representative and shall be paid for based on Unit Pricing as set out in Form of Proposal or as may be otherwise agreed by Consultant and the Owner or the Owner's Representative.

Such additional Services arising from causes beyond the control of the Consultant, would include making substantial revisions to, or providing additional drawings, specifications or other documents when such revisions or additions are:

1. Inconsistent with approvals or instructions previously given by the Project contacts,
2. Changes to scope of Services, budget, or schedule which are not a result of other sections of these Articles of Agreement.
3. Required by the enactment or revisions to statutes, regulations, codes or bylaws imposed subsequent to the preparation of such drawings, specifications, and documents where such enactments or revisions to statutes, regulations, codes or bylaws were not a previously pending enactment nor contemplated.

4. Required for alternative, separate, or sequential bids, or providing the associated extra services in connection with bidding, negotiation, or construction prior to the completion of the contract documents phase, beyond Services described in this Scope of Services under Section 2.1 except where required to meet the schedule or Construction Budget.
5. Additional Services (Extra Work as defined in the Articles of Agreement) will be documented using the Project Change Notice (PCN) document.

**2.2.2 Deliverables**

**2.2.2.1 Drawing Review Sets**

- Detailed Design
  - 50% and 100% design drawings for each tender package
  - 50% and 100% design specifications for each tender package
  - Electronic CADD files of as built drawings, specifications and all other documents including but not limited to room finish schedules, door schedules, hardware schedules.

**2.2.3 Reporting (All Phases of Project)**

**2.2.3.1 Meetings**

During the design phase, regular meetings with the Owner and attended by the consultants (and sub consultants if necessary) are to be held with minutes recorded and distributed.

Any other meetings held with sub consultants, agencies, potential suppliers, contractors shall be minuted as necessary.

**2.2.4 Presentations**

The Consultant is required to make presentations on behalf of the Owner as required.

**2.2.5 Contract Strategy**

**2.2.5.1 Standard Contract Documentation**

The Consultant shall recommend the appropriate contract documentation to the Owner.

**2.2.5.2 Project Contract Tender**

The Consultant shall prepare all required tender documentation and participate in the tender process, evaluations, and make recommendations to the Owner regarding the selection.

**2.2.6 Drawing and Specification Production**

**2.2.6.1 National Master Specifications Format**

Specifications shall be in National Master Specifications format with modifications agreed to between the Owner or the Owner's Representative and the Consultant.

**2.2.6.2 CADD Drawings**

CADD Drawings must be provided in DXF format.

**2.2.7 Code and Regulation Compliance**

The Consultant shall review all current and relevant codes, statutes, regulations and by-laws applicable to the design, and ensure those authorities having jurisdiction are consulted, and approvals as appropriate are secured or complied with. These shall include but not be limited to:

- BC Building Codes
- BC Plumbing Code
- BC Gas Safety Act
- National Fire Codes of Canada
- Applicable NFPA Codes and Standards
- Applicable CSA and ASTM Standards
- BC Department of Labour, Occupations and Environmental Regulations

- Workers' Compensation Board of BC, Industrial Health and Safety Regulations
- Power Engineers & Boiler & Pressure Vessel Safety Act
- ASME and ANSO Codes
- ASHRAE Design Standards
- ASPE Design Standards
- SMACNA Design Standards
- Canadian Electrical Code with BC Amendments
- Canadian Council of Ministers of the Environment (CCME) Environmental Code of Practice
- BC Health Act and Regulations
- Sanitation Code of the Canadian Restaurant Associations
- Non-smokers Health Act and Regulations
- All applicable environmental laws and regulations including The Owner Standards
- Aeronautics Act – Airport Regulations
- Aerodrome Security Regulations
- Procedures for Certification of Aerodromes as Airports
- Aerodrome Standards and Recommended Practices
- All requirements of the Fire Department in the City of Kamloops
- All Transport Canada publications applicable to construction at airports

**2.2.8 Environmental Standards**

The Consultant shall ensure that all recommendations from the Owner or the Owner's Representative's with respect to the environment are addressed.

**2.2.9 Airport in Operation and Other Works**

The Consultant shall become familiar with and respect the Owner's direction regarding works that may affect the operation of the Airport.

**2.2.10 Customer Service**

The Consultant shall recognize that impacts to passenger and terminal operations shall be kept to a minimum.

**2.2.11 Signage**

The Consultant will produce a detailed and integrated signage plan (to the approval of the Owner or the Owner's Representative) consistent with thematic considerations, operational requirements and safety issues.

**2.2.12 Operations and Maintenance**

**1. Maintenance Requirements**

In addition to the initial construction cost estimates, the selection of materials and equipment shall be recommended with the objective of minimizing maintenance costs. This shall be one of the key design considerations.

**2.2.13 The Owner's Responsibilities**

The Owner or the Owner's Representative shall provide, at no charge to the Consultant, the following reports, studies, permits and engineering data that will include but not necessarily be limited to:

- Copies of all relevant studies and reports which have been prepared for the airport.
- Copies of all available engineering and facility data on the airport if required.
- Technical assistance to support the project.
- Existing installation maintenance and operation manuals.
- Existing as built drawings.

**Additionally, the Owner will:**

- Authorize in writing a person to act on the Owner's behalf and define that person's scope of authority with respect to the project when necessary.
- Review documents submitted by the Consultant and give the Consultant timely decisions for the orderly progress of the Consultant services.

- Provide a written confirmation of the approved water supply upgrade project budget.

**2.2.14 Site Security**

As applicable refer to General Conditions of Contract, Special Conditions, and Construction Safety/Security Manual as appended in Appendices.

**2.2.15 Quality Assurance**

Consultant to ensure materials and processes are followed under the contractors Quality Control program. Consultant is to review, comment on and approve the contractors Quality Control Program. Consultant to provide complimentary Quality Assurance Program to contractor's Quality Control Program.

**3.0 EXTRA WORK**

**3.1** Consultant acknowledges that once Consultant has become involved in the Project it may not be practicable or efficient for the Owner to engage another consultant in connection with the Project. Consultant agrees that from time to time the Owner may request that Consultant carry out or provide additional supplies or services, ancillary or related to the Services or the Project. In such cases the Owner shall pay Compensation to Consultant as agreed by the Owner and Consultant from time to time; but if not agreed upon by the time the Extra Work is to be supplied or provided, then Consultant shall proceed to supply and provide the Extra Work and, if not resolved within 14 days after the Extra Work has been commenced, then the Compensation payable shall be set based on Unit Pricing as set out in Form of Proposal or as may be otherwise agreed by Consultant and the Owner. All claims for payment for Extra Work shall be made not later than 30 days after the Extra Work has been carried out. The Owner reserves the right to have Extra Work performed or carried out by persons other than Consultant.

**3.2** For any determination as to whether any work or services constitute Extra Work or are covered under this RFP without charge to the Owner, or as to the costs or Compensation attributable thereto, the Owner's principal representative responsible for the day-to-day management of the Agreement will try to come to an agreement with Consultant's representative. If unable to reach agreement, the matter will be referred to the Owner's Contract Administrator for resolution. Consultant shall make a submission, by letter or in other written form, to the Owner's Contract Administrator. The submission will identify the Agreement, and this paragraph, and will indicate that the submission is being made for resolution pursuant to this paragraph. After the submission has been received by the Owner Contract Administrator, a period of 14 days (or such longer period as may be agreed upon by Consultant and the Owner's Contract Administrator) will be allowed. It is intended that during this period, the Owner's Contract Administrator and Consultant will communicate with each other and further attempt to resolve the matter. Failing resolution, at the instance of either party the matter shall be determined by arbitration before a single arbitrator pursuant to the Commercial Arbitration Act of British Columbia. The decision of the arbitrator shall be binding. The cost of the arbitration, including reasonable costs of representation (if any) and reasonable disbursements, may, in the discretion of the arbitrator, be awarded by the arbitrator to the prevailing party.

Where possible the Consultant and Owner's Contract Administrator shall attempt to mediate resolution to Extra Work in dispute prior to arbitration.

**3.3** Where:

- (a) A fixed amount is stipulated for the compensation set out in Form of Proposal, and Consultant intends to make a claim for additional compensation on the basis that certain work or services constitute Extra Work; or
- (b) an estimate has been provided to the Owner in respect of the Services or any component of the Services, and Consultant will exceed the estimate;

then the Extra Work will be defined, documented and approved using the Project Change Notice (PCN) in the form set out in Appendix C. Consultant shall prepare and submit the PCN to the Owner's Contract Administrator. The Owner's Contract Administrator will review the PCN to determine whether the quotation is acceptable, requires re-submittal or should be rejected. Consultant shall support the quotation with all the additional supporting data as requested by the Owner. Where the PCN has been accepted by the Owner, the Owner will sign (initial) and forward a copy to Consultant for its records, and as authorization to proceed with the Extra Work. Also the Owner will prepare and complete an amendment to the Agreement entering the acceptable quotation/estimate adjustment to the Agreement, and schedule. Once the amendment to the Agreement is signed by the Owner, it will be forwarded to Consultant for signature, and its records.



- 3.4** Consultant shall not be entitled to claim compensation for work or services unless the foregoing has been observed.

**1. FEES**

Fees shall be in accordance with those submitted in Consultant's Proposal mm/dd/22, attached to and forming part of these Articles of Agreement. Progress payment shall be made monthly by the OWNER.

**2. DISBURSEMENTS**

Expenses incurred by Consultant shall be charged in accordance with the Consultant's Proposal dated mm/dd/22. Consultant is to provide acceptable support documents with invoice if requested.

**3. GENERAL PROVISIONS REGARDING PAYMENT**

Anything to the contrary herein notwithstanding, payment shall not be due from the OWNER until the later of: (i) the due date, as otherwise determined hereunder; and (ii) 30 days after receipt by the OWNER of Consultant's invoice therefore, after the work has been carried out.

If at any time any item of Compensation is in issue, then the amount not in issue will, notwithstanding, be paid when due.

An unpaid invoice not in dispute shall bear interest, calculated annually at 10% per annum, commencing after 45 days in arrears.

Where this Agreement calls for payments in instalments, such instalments will be made in arrears. Such instalments shall be paid 30 days after the later of: (i) month end; and (ii) receipt of Consultant's invoice, after the work has been carried out.

Invoices will be provided by Consultant, in duplicate, and shall be submitted to the Owner's Representative, at:

Attention: Kamloops Airport Authority Society  
c/o Kamloops Airport Ltd.  
101-3035 Airport Road  
Kamloops, British Columbia  
V2B 7X1

Or as otherwise specified by the OWNER from time to time. Invoices shall set out breakdowns of charges and items as requested by the OWNER. Invoices shall separately state amounts for Extra Work, if any. All invoices shall state Consultant's GST registration number and state the amount of GST payable.

Payment for partial periods will be pro-rated.

The OWNER will pay GST eligible on all Compensation payable hereunder, and shall be entitled to input tax credits therefore. Consultant represents and warrants that it is a registrant under the Excise Tax Act (Canada) for GST purposes. Consultant shall maintain such registration in good standing throughout the Term.

Unless otherwise specified in this Agreement, Consultant is responsible for payment of PST, and all Compensation is inclusive of PST.

**1. TERM**

The Term of this Agreement (subject to extension or earlier termination as provided for herein) shall be the period commencing mm/dd/yy and ending upon total performance of the services.

**2. COMPLETION SCHEDULE**

In providing opinions of project schedule, it is recognized that neither the Owner nor the Consultant has control over the Contractor's methods of determining time. The opinions of project duration are based on the Consultant's reasonable professional judgement and experience and do not constitute a warranty, express or implied, that the Contractor's project schedule will not vary from the Owner's schedule or from any opinion of project schedule prepared by the Consultant.

Having regard to the importance to the OWNER of maintaining its schedule for the Project and the detriment which may be incurred by the [OWNER] if such schedule is not maintained, Consultant agrees to commence, perform and complete the Services in accordance with the commencement and scheduled completion date(s) set forth in this Schedule B and to complete each stage of the Services on or before the respective schedule completion dates.

Consultant shall make all required submissions to the OWNER so as to permit a reasonable time for review without delaying performance.

Consultant shall immediately notify the OWNER if it becomes aware or has reasonable grounds to expect that it may be unable to complete the Services, or any part of the Services, in accordance with the scheduled completion date(s) or performance schedules as detailed in the Consultant's Proposal.

**3. STATUS REPORTS**

Where required or applicable, Consultant shall provide the OWNER with status reports regarding the performance of the Services at such intervals as the OWNER may reasonably direct.

Status reports shall be in a form acceptable to the OWNER and shall contain such information and details as the OWNER may require from time to time.

**4. PERSONNEL ASSIGNED TO PERFORM THE SERVICES**

Consultant's personnel assigned to perform the Services shall be principally the individual so named on the Purchase Order or as provided by the Consultant's proposal. Other personnel may participate as required in ancillary roles or for support in areas of specialty.

Other personnel may be assigned any of the Services at the discretion of and with authorization from the OWNER.

**Insurance Until the Owner  
Places Construction Liability  
Insurance**Agreement YKA-002-22

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**1.0 INSURANCE TO BE PROVIDED BY THE CONSULTANT**

1.1 Consultant shall provide, maintain and pay for the following insurances:

**(a) Commercial General Liability Insurance**

Consultant shall provide and endeavour to maintain Commercial General Liability Insurance acceptable to the OWNER and subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

The Commercial General Liability Insurance shall include coverage for:

- premises and operations liability
- products or completed operations liability
- cross liability
- contingent employer's liability
- personal injury
- liability with respect to non-owned licensed vehicles.

**(b) Consultant Professional Liability Insurance**

The Consultant will endeavour to maintain professional liability insurance for negligent acts in the performance of the Services of not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

**(c) Automobile and Aircraft Liability Insurance**

Automobile, and Aircraft Liability Insurance (if relevant) with respect to automobiles, and aircraft (if relevant) used directly or indirectly in the performance of the Services and which are owned, leased, chartered or used by Consultant and covering liability for bodily injury, death and damage to property with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) inclusive for each and every loss, in a form and with Insurers' reasonably acceptable to the [OWNER] and prohibiting subrogation against the OWNER and any other contractor or subcontractor or other consultant engaged on the Project and providing for not less than 30 days prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

1.2 Consultant, by way of contract, shall require each Contract Services Suppliers to provide, maintain and pay for insurances set out herein (including as to notice and waiver of subrogation) to those required of the Consultant by this section.

1.3 All insurances to be provided by Consultant and Contract Service Suppliers shall be maintained continuously from the commencement of the Services until 10 days following the date of Total Performance of the Work.

1.4 Consultant shall provide the [OWNER] upon request by the OWNER from time to time, with certified copies of all policies of insurance to be provided by Consultant or Contract Service Suppliers, as the case may be. Approvals of any policy of insurance by the OWNER shall in no way relieve Consultant of its obligations.

## SCHEDULE C

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### Insurance Until the Owner Places Construction Liability Insurance

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Agreement YKA-002-22

1.5 If Consultant fails to provide, maintain or pay for insurances as herein required, the OWNER shall have the right, but not the obligation, to provide, maintain and pay for such insurances and give evidence thereof to Consultant, in which case the cost thereof shall, at the option of the OWNER, be payable by Consultant to the OWNER on demand or the OWNER may deduct such costs from monies which are then or thereafter become due and payable to Consultant under this Agreement.

#### **2.0 WORKERS' COMPENSATION**

2.1 Consultant shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act and upon failure to do so, the OWNER may pay any such assessment or compensation to the Workers' Compensation Board and the amount of such payment shall, at the option of the OWNER, be payable by Consultant to the OWNER on demand or the OWNER may deduct the amount of such payment from any monies then or thereafter becoming due and payable to Consultant under this Agreement. Consultant shall at the time of entering into this Agreement, deliver to the OWNER a Statutory Declaration sworn by a director or officer of the Consultant stating that all assessments or compensation payable to the Workers' Compensation Board have been paid and the OWNER may at any time during the performance and upon completion of the Services require a further similar Statutory Declaration. Consultant unconditionally guarantees to the OWNER full compliance with the conditions, regulations, and laws relating to Workers' Compensation by itself and by all Contract Service Suppliers.

**Insurance following Owner's  
Placement of Construction  
Liability Insurance**Agreement YKA-002-22

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**1.0 INSURANCES PROVIDED BY THE OWNER**

1.1 Without restricting any other responsibility of Consultant under this Agreement, the Owner shall provide, maintain and pay for the following insurances:

**(a) Construction Liability Insurance**

Airport construction liability insurance for the benefit of the Owner, the contractors, subcontractors, Consultants and such other persons, firms and corporations as the Owner may determine with a limit of liability in an amount that the Owner may reasonably provide per occurrence for bodily injury, death and damage to property, including policy extensions commonly referred to as products liability, completed operations, blanket contractual, contractor's protective, personal injury, occurrence property damage, explosion, collapse and underground damage. This policy will provide that the insurer will pay all expenses, including legal costs, in connection with any claims which may be required to be contested by an insured and will include a cross liability clause, a breach of conditions clause and a 30 days' notice of cancellation clause. This policy will be maintained continuously from commencement of the Services until total performance of the Services.

**(b) "All Risks" Course of Construction Insurance**

"All risks" course of construction insurance for the benefit of the Owner, contractors, subcontractors, Consultants and such other persons, firms or corporations as the Owner may determine, insuring not less than the estimated completed value of all insured property or such amounts as the Owner may determine, including coverage for "all risks" of physical loss or damage to all materials, structures, property and equipment entering into or intended for the work or alterations thereto, while anywhere in Canada or the continental United States of America, including while in temporary storage, and while being transported anywhere in Canada or the continental United States of America and at the site during or pending construction, erection and installation, subject to such exclusions, sublimits and conditions as the Owner and the insurer may determine, including a waiver of subrogation against all insured parties. This policy shall be maintained continuously from commencement of the Services until total performance of the Services.

**(c) Professional Liability**

Professional liability insurance for the benefit of Consultant and other professional persons, firms, and corporations, including executive officers, directors, shareholders or employees of such firms and corporations, as the Owner may determine with an aggregate limit of liability per calendar year of ten million dollars (\$10,000,000) on a claim-made basis. Subject to the terms, conditions and exclusions of the policy, the policy will provide a cross liability clause, a severability of interest clause, a 45 day notice of cancellation clause and a 12 month discovery period.

**Insurance following Owner's  
Placement of Construction  
Liability Insurance**

Agreement YKA-002-22

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- 1.2 Notwithstanding the amount of the deductible under insurances provided by the Owner, it is agreed that:
- The first \$10,000 of each and every loss for which coverage is provided under the professional liability insurance policy shall be for the account of Consultant.
- 1.3 In respect of any losses for which coverage is provided under the "All Risks" course of construction insurance policy, Consultant hereby waives all rights of recovery which might otherwise exist for its benefit under the construction liability insurance policy.
- 1.4 All policies of insurance provided by the Owner shall be primary and non-contributing and shall provide that, in the event of a loss or damage, payment shall be made to the insureds as their interests may appear. A loss or damage shall not affect the rights and obligations of either party under the Agreement.
- 1.5 The Owner shall deliver to Consultant, at its request after commencement of coverage under policies placed and maintained by the Owner, certified certificates of insurance evidencing that the applicable policy is in force. Copies of the policies affording the coverages provided by the Owner will be available for review at the Owner's office once received from the insurers. Consultant shall certify and shall require each of the contract service providers to certify that contract prices exclude all costs of insurance which duplicate the coverages described above and provided by the Owner. Should Consultant or any Contract Service Supplier maintain its own insurance, the cost will not be reimbursed by the Owner.
- 1.6 The principal purpose of the stipulations for insurance in this Agreement is the protection of the interests of the Owner. This Agreement stipulates that the Owner, rather than Consultant, shall provide and maintain insurance as set out herein in order to achieve efficiencies in the cost of the insurance, and so that the Owner can be assured that such insurance is in fact in place for the Owner's benefit. Consultant agrees that its claims under policies of insurance provided for under this Agreement are subordinated to the full recovery by the Owner of its claims under such insurance. Consultant shall at the request of the Owner acknowledge such subordination to the insurers.
- 1.7 The Owner does not represent nor warrant the adequacy nor response of the insurances obtained by it in any manner whatsoever and Consultant shall hold harmless and indemnify the Owner from any loss or damage arising directly or indirectly through or in any manner associated with the Owner's duties, actions or inactions in relation to the insurances described in this section.

**2.0 INSURANCE TO BE PROVIDED BY CONSULTANT**

- 2.1 Consultant shall provide, maintain and pay for the following insurances:

**(a) Automobile and Aircraft Liability Insurance**

Automobile and aircraft (if relevant) liability insurance with respect to automobiles and aircraft used directly or indirectly in the performance of the Services and which are owned, leased, chartered or used by Consultant and covering liability for bodily injury, death and damage to property with a limit of not less than ONE MILLION DOLLARS \$1,000,000 inclusive for each and every loss, in a form and with insurers' reasonably acceptable to the Owner and prohibiting subrogation against the Owner and any other contractor or subcontractor or other Consultant engaged on the project and providing for not less than 30 days' prior notice by registered mail in advance of cancellation, material

**Insurance following Owner's  
Placement of Construction  
Liability Insurance**

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change or amendment restricting coverage.

- 2.2 Consultant, by way of contract, shall require each Contract Service Supplier to provide, maintain and pay for the insurances equivalent in scope and terms (including as to notice and waiver of subrogation) to those required of Consultant by this section.
- 2.3 Consultant, by way of contract, shall require each of the Contract Service Suppliers to assent to and comply with all duties, obligations, releases and indemnities, all as to the Owner, as set out in the section.
- 2.4 All insurances to be provided by Consultant and Contract Service Suppliers shall be primary and non-contributing and shall be maintained continuously from the commencement of the Services until 10 days following the date of total performance of the Services.
- 2.5 Consultant shall provide the Owner, upon request by the Owner, with certified copies of all policies of insurance to be provided by Consultant or Contract Service Suppliers, as the case may be. Approvals of any policy of insurance by the Owner shall in no way relieve Consultant of its obligations.
- 2.6 If Consultant fails to provide, maintain or pay for insurances as herein required, the Owner shall have the right, but not the obligation, to provide, maintain and pay for such insurances and give evidence thereof to Consultant, in which case the cost thereof shall, at the option of the Owner, be payable by Consultant to the Owner on demand or the Owner may deduct such costs from monies which are then or thereafter become due and payable to Consultant under the Agreement.

**3.0 WORKERS' COMPENSATION**

Consultant shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act and upon failure to do so, the OWNER may pay any such assessment or compensation to the Workers' Compensation Board and the amount of such payment shall, at the option of the OWNER, be payable by Consultant to the OWNER on demand or the OWNER may deduct the amount of such payment from any monies then or thereafter becoming due and payable to Consultant under this Agreement. Consultant shall at the time of entering into this Agreement, deliver to the OWNER a Statutory Declaration sworn by a director or officer of the Consultant stating that all assessments or compensation payable to the Workers' Compensation Board have been paid and the OWNER may at any time during the performance and upon completion of the Services require a further similar Statutory Declaration. Consultant unconditionally guarantees to the OWNER full compliance with the conditions, regulations, and laws relating to Workers' Compensation by itself and by all Contract Service Suppliers.



