partnerships
British Columbia

March 28, 2013

Brian Manning,
Interim President and CEO
SaskBuilds
720-1855 Victoria Ave
Regina, SK
S4P3T2

Dear Brian

Re: Engagement Letter – SaskBuilds Advisory Services

Partnerships British Columbia Inc. ("Partnerships BC") serves British Columbians through the planning, delivery and oversight of major infrastructure projects. It is a company wholly owned by the Province of British Columbia. SaskBuilds Corporation ("SaskBuilds") is a similar entity created for similar purposes. It is a company wholly owned by the Province of Saskatchewan.

Partnerships BC has been in existence since 2002 and has expertise and experience with infrastructure projects. SaskBuilds has requested, and Partnerships BC has agreed, to provide general advisory services to SaskBuilds.

The purpose of this letter (the "Engagement Contract") is to set out the terms and scope of the engagement of Partnerships BC by SaskBuilds.

Engagement

The terms of the engagement between Partnerships BC and SaskBuilds ("the Parties") under this Engagement Contract are as follows:

1. Scope of Services Provided by Partnerships BC

1.1 Reporting to Brian Manning or his designate, who is the representative of SaskBuilds for the purposes of this Engagement Contract, Partnerships BC will provide the services described in Schedule A (the "Services"). While two Phases of engagement are contemplated, this Engagement Contract will pertain only to Phase 1 Services. Phase 1 Services involve providing advisory support to SaskBuilds, including advice related to advancing projects in the planning phase including the review of business cases, interaction with stakeholders and reviews of draft procurement plans and documents.

2. Schedule

2.1 The Services will be provided according to a Schedule that will be agreed upon by the Parties.

3. Project Team

3.1 The Services will be provided by the Partnerships BC advisory services and project team ("the Partnerships BC Project Team") under the direction of the executive sponsor, Sarah Clark, President and CEO, Partnerships BC.

3.2 The Partnerships BC Project Team will be led by Section 29 team coordinator, who will also assume overall day to day responsibility for the delivery of the Services in accordance with this Engagement Contract.

3.3 The Project Team for the purposes of the Engagement Contract will consist of:

a) the Partnerships BC Project Team which is:

- Sarah Clark, President and CEO
- Section 29 Consultant
- Section 29 Vice President, Partnerships Services
- Section 29 Assistant Vice President, Legal
- Section 29 Assistant Vice President, Communications
- Section 29 Assistant Vice President
- Section 29 Director
- Section 29 Director
- Section 29 Director
- Other Partnerships BC resources on an as needed basis and subject to the prior approval of SaskBuilds.

24(1)(k)

(b) Representatives from SaskBuilds and SaskBuilds' Consultants.

(c) Such Representatives from Government of Saskatchewan Ministries and Regional Health Authorities as SaskBuild's may advise from time to time.

(d) External business advisors and specialized consultants as agreed to by the Parties.

3.4 The Parties will ensure that their representatives:

(a) Complete the tasks for which they are assigned responsibility for the purposes of the delivery of the Services in accordance with the Schedule;

(b) Are available to work on the provision of the Services, or to assist the Project Team to deliver the Services as needed and as agreed upon by the Parties in this Engagement Contract and from time to time.

4. Relationships and Accountability

4.1 Partnerships BC will report to, and take instructions from, Brian Manning or his designate.

5. Fees and Eligible Expenses and Payments

5.1 Unless otherwise agreed in writing, the Parties agree that:

a) For the provision of the Services, SaskBuilds will pay Partnerships BC hourly fees ("the Fees") at the rate listed in the "Standard Rates" Column of the Table in Schedule B to this Engagement Contract "(the Table") .

b) Notwithstanding anything else in this Engagement Contract, the maximum fees that may be charged by Partnerships BC for the Services is $50,000 ("the Cap").

c) If the Parties proceed with Phase 2 services, and the amount expected by the Parties to be payable for those Phase 2 services is equal to or greater than $500,000, the amount payable by SaskBuilds to Partnerships BC under this Engagement Contract shall be adjusted retroactively so that SaskBuilds is required to pay Fees for the Services in accordance with the reduced "Discounted Rates" column listed in the Table. The difference owing to SaskBuilds as a result of this adjustment shall be applied by Partnerships BC to any amount payable by SaskBuilds for Phase 2 services.

5.2 Partnerships BC, in consultation with SaskBuilds, will assign to the Services, the named Project Team personnel listed in section 3.3 (a) who are qualified and experienced in the work to be performed by them. Pursuant to section 3.3 (a), no other Partnerships BC resources will perform the Services without the prior approval of SaskBuilds. Except for death, disability, termination of employment or personal compassionate reasons, none of the named Project Team personnel will be changed without Partnerships BC and SaskBuilds prior agreement.

5.3 If the Services are amended by the agreement of the Parties, SaskBuilds agrees that the maximum fees and expenses may be revised as also agreed by the Parties.

5.4 SaskBuilds will reimburse Partnerships BC for:

(a) Reasonable travel expenses; and

(b) Where approved by SaskBuilds prior to the expense being incurred, reasonable out of pocket expenses.

incurred by Partnerships BC in providing the Services.

5.5 Partnerships BC will bill SaskBuilds monthly, at the end of each month, for Services provided in that month.

5.6 Invoices submitted to SaskBuilds shall include the details required by SaskBuilds including, identification of the project the work relates to, the number of hours worked and the name of the person doing the work.

5.7 Payment of all undisputed amounts of each invoice are due within 30 days after receipt of such invoice by SaskBuilds, provided Partnerships BC is otherwise in compliance with this contract. SaskBuilds does not pay interest on overdue accounts until such accounts are 45 days past due, and interest shall be at the rates prescribed by the Government of Saskatchewan.

5.8 SaskBuilds is a GST exempt entity and therefore should not be charged GST.

6. Term & Termination of the Engagement

6.1 The Parties acknowledge that the term of this engagement commenced prior to the execution of this Engagement Contract and that this Engagement Contract applies retroactively to February 1, 2013.

6.2 The term of this Engagement Contract commences February 1, 2013, and unless sooner terminated pursuant to paragraph 6.3, terminates on June 28, 2013.

6.3 Either party may terminate the engagement with 30 days written notice. Upon the giving of such notice, SaskBuilds will be under no further obligation to Partnerships BC except SaskBuilds will pay Partnerships BC any outstanding fees for work completed up to and including the date of termination and will reimburse Partnerships BC for expenses as outlined in Section 5 for the period up to the effective date of such termination.

7. Confidentiality and Freedom of Information and Protection of Privacy

7.1 Partnerships BC will treat as confidential and will not, without the prior written consent of SaskBuilds, publish, release, disclose or permit to be published, released or disclosed any information supplied to, obtained by, or which comes to the knowledge of, Partnerships BC as a result of this Engagement Contract except if:

(a) The information is generally known to Partnerships BC or the public other than as a breach of this Engagement Contract;

(b) The information has been received from a Third Party without restriction and without any breach of this Engagement Contract; or

(c) The publication, release or disclosure is necessary to enable Partnerships BC to perform its obligations under this Engagement Contract, or is required by laws including the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 ("BC FOIPPA") as amended from time to time.

7.2 SaskBuilds will treat as confidential and will not, without the prior written consent of Partnerships BC, publish, release, disclose or permit to be published released or disclosed any information supplied to, obtained by or which comes to the knowledge of, SaskBuilds as a result of this Engagement Contract, except if:

(a) The information is generally known to SaskBuilds or the public other than as a breach of this Engagement Contract;

(b) The information has been received from a Third Party without restriction and without any breach of this Engagement Contract; or

(c) The publication, release or disclosure is necessary to enable SASKBUILDS to perform its obligations under this Engagement Contract, or is required by laws including the Freedom of Information and Protection of Privacy Act, ("Saskatchewan FOIPPA") as amended from time to time.

7.3 Upon determination by Partnerships BC that SaskBuilds information falls within the scope of a request, Partnerships BC will consult with SaskBuilds as soon as possible. If Partnerships BC is obligated by law or by order of a court or tribunal, to make disclosure under BC FOIPPA, Partnerships BC will give as much prior notice as possible to Saskbuilds.

7.4 Upon a determination by SaskBuilds that Partnerships BC information falls within the scope of a request, SaskBuilds will consult with Partnerships BC as soon as possible.

If SaskBuilds is obligated by law or by order of a court or tribunal, to make disclosure under Saskatchewan FOIPPA, SaskBuilds will give as much prior notice as possible to Partnerships BC.

7.5 Unless otherwise agreed between the parties in relation to a specific request, each Party will be responsible for all costs incurred by it in relation to any request received, or proceedings, regarding its respective FOIPPA.

7.6 Notwithstanding anything else in this Engagement Contract, SaskBuilds may disclose any of the advice, documents or other information obtained by it as a result of this Engagement Contract to:

a) its employees, project advisors, consultants and other third parties retained by SaskBuilds; and

b) Government of Saskatchewan Ministries and agencies; and

c) regional health authorities and other entities similarly funded by the Government of Saskatchewan.

SaskBuilds will do all that it reasonably can to ensure that such persons do not provide such advice, documents or other information to any other third parties except as set out in this section.

7.7 Partnerships BC and SaskBuilds each acknowledge that this Section 7 continues in force after this Engagement Contract terminates.

8. Records Management

8.1 Partnerships BC will maintain electronic files relating to the Services in accordance with the Partnerships BC corporate file structure. Upon the termination of this Engagement Contract, unless otherwise agreed to by the Parties, Partnerships BC will provide all records related to the Services in the custody of Partnerships BC to SaskBuilds on a computer disk.

8.2 At SaskBuilds' request, Partnerships BC will provide SaskBuilds with paper copies of all records related to the Project. The cost of providing the paper copies will be negotiated.

9.0 Indemnification

9.1 Each party ("Indemnitor") will protect, indemnify and hold harmless the other party ("Indemnitee") from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise:

a) out of the actions or omissions of the Indemnitor, its employees, agents, sub-contractors or other third parties retained by it in relation to participation in the Project team as defined in section 3.3; or

b) from or incurred by reason of any actual or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right arising from the use or possession of any deliverable, or any part thereof, subject to the following conditions:

(i) the Indemnitee shall promptly notify the Indemnitor in writing of any alleged infringement of which Indemnitee receives notice;

(ii) the Indemnitee must make no admissions without the Indemnitor's consent and, at the Indemnitor's request, shall allow the Indemnitor, at its expense, to conduct and settle all negotiations and litigation and will give the Indemnitor all reasonable assistance with respect thereto;

(iii) the Indemnitor provided the deliverable, or the part or component thereof, which it is alleged has caused the infringement; and

(iv) unless authorized by the Indemnitor, the alleged infringement was not caused by the Indemnitee's modification of the deliverable, or its combination, operation or use, with other software, equipment or technology not supplied by the Indemnitor.

9.2 In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, the Indemnitor shall, at its expense, either:

(a) procure for the Indemnitor the right to continue using the deliverable or infringing parts;

(b) replace the deliverable or infringing parts with a non-infringing product or parts; or

(c) modify the deliverable or infringing parts to the Indemnitee's satisfaction so that they become non-infringing.

9.3 Either party will be free to retain and use as it sees fit the expertise, ideas and know-how which are developed or acquired in the course of performing the Services.

9.4 This Section 9 shall survive the expiration or termination of this Engagement Contract.

10.0 Use of Third Parties and Assignment

10.1 Partnerships BC may not use third parties to carry out the Services unless Partnership BC has obtained the prior written consent of SaskBuilds with respect to the third party, the work it will do, and the manner in which it will carry out such work.

10.2 This Engagement Contract may not be assigned by either Party without the prior written consent of the other Party.

11.0 Dispute Resolution

11.1 The parties to this Engagement Contract will work cooperatively to resolve any issues or disagreements which may arise over the term of the Engagement Contract. In the event the parties are unable to resolve such disputes, Partnerships BC, represented by its CEO, and SaskBuilds, represented by its CEO, shall enter into negotiations to resolve the dispute.

11.2 If the disagreement cannot be resolved in good faith, the Parties may seek resolution by their respective Ministers.

11.-3 This Engagement Contract shall be construed and interpreted in accordance with the laws of the Province of Saskatchewan

12.0 Amendments

12.1 No amendment or modification to this Engagement Contract shall become effective unless and until it is reduced to writing and duly executed by the Parties.

13.0 Notices

13.1 Any notice, payment, or any of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to SaskBuilds:

Brian Manning,
Interim President and CEO
SaskBuilds
720-1855 Victoria Ave
Regina, SK
S4P3T2
and, if to Partnerships BC:

Partnerships BC
Suite 2320
1111 West Georgia Street
Vancouver, BC V6E 4M3
Attention: Section 29 24(1)(k)

13.2 Either party may, from time to time, advise the other by notice in writing 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 the purposes of this Section, be conclusively deemed to be the address of the party giving such notice.

If the above terms and attached schedules reflect your understanding of the terms of engagement, please sign where indicated below, and return a copy to me.

We are very pleased to be working with SaskBuilds on this Project.

Yours truly,

Sarah Clark,
President & Chief Executive Officer

I confirm and accept the conditions and terms of engagement with Partnerships BC on behalf of SaskBuilds

Brian Manning,

Interim President and CEO
SaskBuilds Corporation, Province of Saskatchewan

Schedule A – Scope of Services

1 Scope of Services Provided by Partnerships BC

Phase 1: Advice on helping to operationalize SaskBuilds

Partnerships BC will provide advisory services, including in the following areas:

1. Policy and Market-Building: support SaskBuilds in developing the policy framework and relationships required to successfully build a market for Saskatchewan projects.
2. Commercial Approach: share Partnerships BC's governance framework, organizational structures, job descriptions, fee for service framework and supporting processes.
3. Centre of Expertise: support SaskBuilds in the development of a plan to create the policies, systems and structures to facilitate a similar model.
4. Preliminary review and advice related to development of a project portfolio, including advice related to advancing projects in the planning phase including the review of business cases, interaction with stakeholders and reviews of draft procurement plans and documents.

Schedule B

Table of Fee Rates

Partnerships BC	Standard Rates	Discounted Rate
President and CEO	$500.00	$400
Vice Presidents	$400.00	$325
Assistant Vice Presidents	$360.00	$300
Directors	$290.00	$240
Senior Project Consultants	$220.00	$180
Project Consultants	$140.00	$135

SaskBuilds
720 – 1855 VICTORIA AVENUE
REGINA, SK, CANADA S4P 3T2
www.saskbuilds.ca

April 23, 2013

Ms. Sarah Clark, President and Chief Executive Officer
Partnerships British Columbia
2320 - 1111 West Georgia Street
VANCOUVER BC V6E 4M3

Dear Ms. Clark:

As you know, section 12.1 of the Engagement Contract for SaskBuilds Advisory Services (dated March 28, 2013) speaks to potential amendments to the Contract. Please be advised that SaskBuilds wishes to amend section 5.1(b) of the Engagement Contract as of April 15, 2013 as follows:

a) by amending the maximum fees that may be charged by Partnerships BC for the Services from $50,000 to $200,000.

All other terms and conditions remain in effect.

If you are agreeable, please confirm your acceptance of this proposed amendment by signing below and returning this original to me as soon as possible.

Sincerely,

Brian Manning
Interim President and Chief Executive Officer

cc: Larry Blain, Chair, Partnerships British Columbia

I agree to accept this amendment in accordance with the terms set out above.

Sarah Clark
President and Chief Executive Officer
Partnerships British Columbia

April 25 2013
Date

THIS AGREEMENT MADE in duplicate as of the 20th day of August 2013.

BETWEEN: SASKBUILDS CORPORATION, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

PARTNERSHIPS BRITISH COLUMBIA, INC.

(hereinafter referred to as the "Supplier")

WHEREAS the Supplier has under a previous Agreement dated March 28, 2013 provided general advisory services to the Client;

AND WHEREAS the Client requires different and more specific services as specifically contemplated in this Agreement;

AND WHEREAS the Client has requested the Supplier to perform the Services hereinafter set out, and the Supplier has agreed to perform such Services on and subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the mutual promises hereinafter contained it is hereby agreed as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

(a) **"Agreement"** means this Agreement, including all Schedules and Appendices attached hereto;

(b) **"Business days"** means all days except for Saturdays, Sundays and statutory holidays in the province of Saskatchewan;

(c) **"Deliverables"** means the work produced as a result of providing the Services;

(d) **"Schedule"** refers to a Schedule attached to and forming part of this Agreement;

(e) **"Services"** means the Services to be provided by the Supplier pursuant to this Agreement; and

(f) **"Statement of Work"** means the document(s) detailing the Deliverables to be provided by the Supplier to the Client, which are attached as Schedules to this Agreement.

1.2 In the event of any conflict or inconsistency between the provisions of or obligations under any part of this Agreement, the governing provisions or obligations shall be determined in the following order of priority:

The main body of this Agreement (first priority);
The Schedules (second priority).

1.3 All engagements for the Supplier to provide Services to the Client shall be contained in a Statement of Work as a Schedule to this Agreement. Unless specifically indicated in a Statement of Work Schedule, the terms and conditions of this Agreement apply to and govern the Services provided under a Statement of Work Schedule. For greater certainty, the provisions of a Statement of Work Schedule may override and replace the provisions of this Agreement, but only where such is expressly stated in the Statement of Work Schedule.

2.0 SERVICES

2.1 Upon and subject to the terms and conditions set forth in this Agreement, the Supplier agrees to provide to the Client the Services described in the Statements of Work, attached as Schedules to this Agreement.
A Statement of Work shall be prepared and executed for each separate project or advisory engagement and be in substantially the same form used in Schedule A to this Agreement.

2.2 The Supplier 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 similiar services for similar projects.

3.0 DURATION OF CONTRACT

3.1 The parties shall be bound by the terms of this Agreement from June 29, 2013 to March 31, 2016, unless sooner terminated pursuant to Section 9.1 herein.

3.2 The parties acknowledge and agree that the term of this engagement commenced prior to the execution of this Agreement and that this Agreement applies retroactively to June 29, 2013.

4.0 PERSONNEL SELECTION, RELATIONSHIPS AND ACCOUNTABILITY, and RECORDS MANAGEMENT

4.1 The resources identified in the attached Statement of Work shall provide the required Services. In the event of death, disability, termination of employment or personal compassionate reasons the resources identified are unable to fulfill this obligation, the Supplier shall, in advance, review with and obtain the written approval of the Client to replace any proposed resources. All replacement personnel must be of at least the same level and qualification as the person being replaced.

4.2 The Client or the Supplier may, from time to time, request a change in any of the persons providing the Services and the other party shall approve and comply with such request if the basis for the request is reasonable.

4.3 The Supplier will report to, and take instructions from the President and CEO of SaskBuilds or his/her designate as representative of the Client.

4.4 The parties will ensure that their representatives:

(a) complete the tasks for which they have been assigned responsibility for the purposes of the delivery of the Services in accordance with the Statement of Work;

(b) are available to work on the provision of the Services, or to assist the other appropriate resources to deliver the Services as needed and as agreed upon herein by the parties.

4.5 The Supplier will maintain electronic files relating to the Services in accordance with its corporate file structure. Upon the termination of this Agreement, unless otherwise agreed to by the parties, the Supplier will provide all records related to the Services in the custody of the Supplier to the Client on a computer disk.

4.6 Upon the Client's request, the Supplier will provide the Client with paper copies of all records related to the Services provided hereunder. The cost of providing the paper copies will be negotiated and agreed to between the parties upon the Supplier's receipt of such request.

5.0 PAYMENT

5.1 For the provision of the Services, the Client will pay the Supplier the hourly fees at the rates listed in the attached Statement of Work.

5.2 The Supplier shall bill the Client monthly, at the end of each month, for Services provided in that month. Invoices submitted shall contain all information as may be requested by the Client which information shall include, amongst other things, identification of the project the Services

relate to, the number and date of hours worked, and the name of the person doing providing the Services.

5.3 The Client will reimburse the Supplier for the following disbursements:

(a) reasonable travel expenses; and

(b) where approved by the Client prior to the expense being incurred, reasonable out of pocket expenses.

5.4 If the Services should be expanded by written amendment to this Agreement as prescribed in Article 10 herein, the parties agree that the maximum fees may be revised as also may be agreed by the parties.

5.5 Payment will be made within 30 days after receipt of the invoice. The Government of Saskatchewan does not pay fees or interest on overdue accounts until 45 days past due, and interest shall be at the rates as prescribed by the Government of Saskatchewan.

5.6 The Client is a GST exempt entity and, therefore, it is the Supplier's responsibility to ensure the Client is not charged GST.

5.7 Payment by the Client under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the Services to be provided under this Agreement in the fiscal year of the Client in which the liability to pay arises, as per Section 33(2) of the *Financial Administration Act, 1993* (Saskatchewan).

6.0 CONFIDENTIALITY

6.1 The Supplier will treat as confidential and will not, without the prior written consent of the Client, publish, release, disclose or permit to be published, released or disclosed any Client information supplied to, obtained by, or which comes to the knowledge of the Supplier as a result of this Agreement ("Client Information"), except if:

(a) the Client Information is generally known to the Supplier or is in the public realm other than as a breach of this Agreement;

(b) the Client Information has been received from a third party without restriction and without any breach of this Agreement; or

(c) the publication, release or disclosure is necessary to enable the Supplier to perform its obligations under this Agreement, or is required by laws including, but not limited to, the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("BC FOIPPA") as amended from time to time.

6.2 The Client will treat as confidential and will not, without the prior written consent of the Supplier, publish, release, disclose or permit to be published, released or disclosed any Supplier information supplied to, obtained by, or which comes to the knowledge of the Client as a result of this Agreement ("Supplier Information"), except if:

(a) the Supplier Information is generally known to the Client or is in the public realm other than as a breach of this Agreement;

(b) the Supplier Information has been received from a third party without restriction and without any breach of this Agreement; or

(c) the publication, release or disclosure is necessary to enable the Client to perform its obligations under this Agreement, or is required by laws including, but not limited to, the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("SK FOIPPA") as amended from time to time.

6.3 Upon determination by the Supplier that Client Information falls within the scope of an access request under BC FOIPPA, the Supplier will provide the Client notice thereof and will consult with the Client as soon as possible. The Supplier specifically acknowledges and understands that the Client may wish to assert, in response to an access request under BC FOIPPA, that its Client Information constitutes information that is exempt from disclosure under BC FOIPPA. If the Supplier is obligated by other laws, or by order of a court or tribual, to make disclosure of the Client's Information, the Supplier will give as much notice as possible to the Client prior to such disclosure.

6.4 Upon determination by the Client that Supplier Information falls within the scope of an access request under SK FOIPPA, the Client will provide the Supplier notice thereof and will consult with the Supplier as soon as possible. The Client specifically acknowledges and understands that the Supplier may wish to assert, in response to an access request under SK FOIPPA, that its Supplier Information constitutes information that is exempt from disclosure under SK FOIPPA. If the Client is obligated by law or by order of a court or tribual to make disclosure of the Supplier's Information, the Client will give as much notice as possible to the Supplier prior to such disclosure.

6.5 Unless otherwise agreed in writing between the parties in relation to a specific access request, each party will be responsible for all costs incurred by it in relation to any access request received, or proceedings initiated pursuant to its respective FOIPPA.

6.6 Data, material or information gathered, produced or developed in the performance of the Supplier's Services, including all Deliverables provided by the Supplier hereunder, shall be the exclusive property of the Client

and the Client shall be free to disclose and utilize such property as it deems appropriate in its exclusive discretion.

6.7 Notwithstanding anything else in this Agreement, the Client may disclose any of the advice, documents or other Supplier Information obtained by it as a result of this Agreement to:

(a) its employees, project advisors, consultants and other third parties retained by the Client;

(b) Government of Saskatchewan ministries and agencies; and

(c) regional health authorities and other entities similarly funded by the Government of Saskatchewan.

Futher, with respect to Supplier Information consisting of the Supplier's public private partnership procurement process model and templates, the Client shall be free to adopt, incorporate and utilize such information as may be necessary in the development of its own public private partnership procurement process, model and templates which may be publicly posted in Saskatchewan competitions.

6.8 Each party shall safeguard the other party's Information in accordance with the information security policies and practices applicable to that party.

6.9 If, to provide the Services, the Supplier must disclose or make accessible any Client Information to a third party, the Supplier shall, before doing so obtain from the third party a written Agreement in favour of the Supplier and the Client, in a form satisfactory to the Client, under which the third party agrees to be bound by the obligations contained in this Section 6.0 applicable to the Supplier.

6.10 The Supplier will immediately report to the Client any known or suspected breach of the requirements of this Section 6.0.

6.11 The Supplier shall return to the Client all Client Information, except to the extent that the Client agrees in writing to the destruction by the Supplier of any of the Client Information in which case the Supplier shall confirm in writing to the Client that such Client information has been destroyed:

(a) when they are no longer required by the Supplier to provide the Services; and

(b) as soon as possible, but not later than 7 days after the end of the term of the Agreement

6.11 This section shall survive the expiry or termination of this Agreement.

7.0 INDEMNIFICATION

7.1 Each party ("Indemnitor") will protect, indemnify and hold harmless the other party ("Indemnitee") from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise:

(a) out of the actions or omissions of the Indemnitor, its employees, agents, sub-contractors or other third parties retained by it in relation to its provision of the Services hereunder; or

(b) from or incurred by reason of any actual or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right arising from the use or possession of any Deliverable, or any part thereof, subject to the following conditions:

(i) the Indemnitee shall promptly notify the Indemnitor in writing of any alleged infringement of which Indemnitee receives notice;

(ii) the Indemnitee must make no admissions without the Indemnitor's consent and, at the Indemnitor's request, shall allow the Indemnitor, at its expense, to conduct and settle all negotiations and litigation and will give the Indemnitor all reasonable assistance with respect thereto;

(iii) the Indemnitor provided the Deliverable, or the part or component thereof, which it is alleged has caused the infringement; and

(iv) unless authorized by the Indemnitor, the alleged infringement was not caused by the Indemnitee's modification of the Deliverable, or its combination, operation or use, with other software, equipment or technology not supplied by the Indemnitor.

7.2 In the event that a Deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, the Indemnitor shall, at its expense, either:

(a) procure for the Indemnitor the right to continue using the Deliverable or infringing parts;

(b) replace the Deliverable or infringing parts with a non-infringing product or parts; or

(c) modify the Deliverable or infringing parts to the Indemnitee's satisfaction so that they become non-infringing.

7.3 Either party will be free to retain and use as it sees fit the expertise, ideas and know-how which are developed or acquired in the course of performing the Services.

7.4 This Section 7.0 shall survive the expiration or termination of this Agreement.

8.0 CONFLICT OF INTEREST

8.1 The Supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the Services without disclosing the conflict of interest or potential conflict of interest to the Client and obtaining the written consent of the Client to undertake such assignment.

9.0 TERMINATION

9.1 The Client may terminate this Agreement without cause or reason by giving to the Supplier at least 30 days written notice specifying the effective date of termination.

9.2 The Supplier may terminate this Agreement without cause or reason by giving to the Client at least 90 days written notice specifying the effective date of the termination.

9.3 The Client may immediately terminate this Agreement by written notice to the Supplier if the Supplier, its contractors, agents, officers or employees breach any of the confidentiality provisions of Section 6.0.

9.4 In the event of the termination of this Agreement, any liability of the Client pursuant to this Agreement or arising from such termination shall be limited to payment by the Client of any amounts payable in accordance with this Agreement for Services or disbursements provided to the date of termination.

10.0 CHANGES

10.1 At any time during the term of this Agreement the Client may, by written notice to the Supplier, request changes to the Services to be provided pursuant to this Agreement.

The Supplier shall promptly determine the feasibility and impact of providing the requested changes.

No increase in the total liability of the Client, resulting from any changes, will be authorized or paid to the Supplier unless such changes have been

negotiated and approved by the Client prior to their incorporation in this Agreement.

10.2 Changes requested pursuant to Section 10.1 and agreed to by the Supplier shall be set out in a document executed by both parties and attached as an additional Schedule to this Agreement, whereupon this Agreement shall be deemed to be amended in accordance with the provisions of such Schedule.

As set out in Section 2.1 herein, when the Services requested constitute a new project or advisory engagement, such engagement shall be set out in a new Statement of Work to be attached as an additional Schedule to this Agreement, and such Statement of Work shall be in substantially the same form used in Schedule A to this Agreement.

10.3 No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and duly executed by the parties.

11.0 ASSIGNMENT AND SUB-CONTRACTING

11.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement, except with the prior written consent of the other party. Any assignment or transfer without such consent shall be void and of no effect.

11.2 The Client, however, shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this Agreement to another agency of the Province of Saskatchewan, by giving written notice to, and without the consent of, the Supplier.

11.3 The Supplier shall not, without the prior written consent of the Client, contract out the performance of any part of its obligations under this Agreement, and any such consent shall not relieve the Supplier from any of its obligations under this Agreement or impose on the Client any liability to the subcontractor.

12.0 DISPUTE RESOLUTION

12.1 The parties agree to work cooperatively to resolve any issues or disagreements which may arise over the term of this Agreement. In the event that the parties are unable to resolve such disputes, the parties shall refer the dispute to their respective Ministers for resolution.

13.0 GENERAL

13.1 Any notices, reports or communications required or permitted to be given under this Agreement may be delivered in person (and signed for) to, or sent by by email or facsimile to, or sent by prepaid registered mail addressed to:

If to the Client:

President and CEO
SaskBuilds
720-1855 Victoria Avenue
Regina, Saskatchewan
S4P 3T2

If to the Supplier:
Partnerships BC
Suite 2320
1111 West Georgia Street
Vancouver, British Columbia
V6E 4M3

Section 29

Attention:

or such alternate address or individual as either party may notify the other party in accordance with this section; and if so delivered and signed for, shall be deemed to have been received on that day, or upon proof of delivery by facsimile or email transmission, or on the third business day following the date of mailing, except in the event of a mail strike or other disruption of postal service, in which case notices, reports, or communications to be given during such time shall be delivered in person (and signed for) in accordance with this section.

13.2 The Supplier shall take reasonable and proper care of any Client property while such property is in the possession of the Supplier or subject to its control and the Supplier shall be responsible for any loss or damage, ordinary wear and tear expected, resulting from its failure to do so.

13.3 The Supplier agrees to obtain and maintain in force all approvals, licenses and permits and abide by government health and labour regulations that are necessary to lawfully provide the Services under this Agreement.

13.4 In providing the Services, the Supplier is an independent contractor and not the servant, employee or agent of the Client.

13.5 The Supplier may be required to register with the Saskatchewan Workers' Compensation Board (WCB). For an out of province Supplier, the type of coverage is dependent on the work performed and length of time in the Province of Saskatchewan. If WCB coverage is required, the Supplier

must maintain WCB coverage for the term of the Agreement. If this status is changed at any point throughout the term of the Agreement, the Supplier must notify the Client of this change within 5 business days. Failure to notify within 5 business days may result in the Client withholding payment. For further information the Supplier can contact the WCB.

13.6 The Supplier may be required to register with the Saskatchewan Corporate Registry, in order to conduct business in Saskatchewan. For an out of province Supplier, registration is dependent on the work performed and the length of time of the project and time in the Province of Saskatchewan. For further information the Supplier can contact the Corporate Registry at ISC.

13.7 When requested by the Client, the Supplier shall request that its employees authorise criminal records checks for the Client. Pursuant to Section 4.2, a request by the Client that an employee of the Supplier who has a relevant criminal record or who does not authorise a criminal record check be removed from the project team is deemed to be a reasonable request with which the Supplier will comply.

13.8 If either party hereto is delayed, hindered or prevented from the performance of any of its obligations under this Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within 5 business days after the commencement of the delay.

13.9 Any rights and remedies provided under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided or available at law or in equity.

13.10 This Agreement, including the Schedules and any documents to the extent incorporated herein by reference, constitutes the entire and exclusive Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior Agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment of this Agreement shall be effective unless it is in writing and executed by the parties hereto.

13.11 Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.

13.12 Headings used in this Agreement are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

13.13 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

13.14 Time is of the essence of this Agreement.

13.15 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

For: **SaskBuilds Corporation**

Signature: Brian Manning

Name: Brian Manning

Title: Interim President + CEO

Date: Aug 29/13

For: **Partnerships British Columbia, Inc.**

Signature:

Name: SARAH CLARK

Title: PRESIDENT + CEO

Date: AUG 30/13

SCHEDULE A

STATEMENT OF WORK

GENERAL ADVISORY SERVICES

This Statement of Work is made as of the 20th day of August, 2013.

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

The project involves providing advice and support to the Client in development of their organization, policies, practices and processes.

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services include advice related to advancing projects in the planning phase including the review of business cases, interaction with stakeholders and reviews of draft procurement plans and documents. Specifically, the Supplier will provide the following:

a) Policy and Market-Building: support the Client in developing the policy framework and relationships required to successfully build a market for Saskatchewan projects.
b) Commercial Approach: share the Supplier's governance framework, organizational structures, job descriptions, fee for service framework and supporting processes.

c) Centre of Expertise: support the Client in the development of a plan to create the policies systems and structure to facilitate a similar model.
d) Preliminary review and advice related to development of a project portfolio, including advice related to advancing projects in the planning phase including the review of business cases, interaction with stakeholders and reviews of draft procurement plans and documents.

C. Key Personnel

The Supplier will report to, and take instructions from the President and CEO of SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Section 29 The Project Team will be led by Section 29 Assistant Vice President, and Section 29 Project Director, who will also provide overall day-to-day responsibility for the engagement. 24(1)(k)

The Project Team will consist of:

(a) Supplier staff and third party consultants on an as required basis.

(b) Client Representatives from SaskBuilds and the Client's' contractors.

D. Term

The parties shall be bound by the terms of this Statement of Work and the Master Agreement from June 29, 2013 to March 31, 2016, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

The provision of Services will be on as-needed basis.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00
Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

It is estimated that the total Supplier Fees for this project is to a maximum of $150,000.

It is estimated that the total Supplier expenses for this project (excluding third party consulting costs) is to a maximum of $20,000.

Clause 5.3 of the Master Agreement shall apply to third party consultant expenses.

Third party consultants to be retained by the Supplier on behalf of SaskBuilds are estimated to total a maximum of $10,000 for expenses only for Aardvark Insights Inc.
24(1)(k) Fees for Section 29 are included in the PBC fee estimate above and billed at $325 per hour per the rate for VP. The Supplier shall not, without the prior written consent of the Client, engage any other third party consultants to work on the project, and any engagements with third party consultants shall not relieve the Supplier for any of its obligations under this Agreement or impose on the Client any liability to the third party consultants.

The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project Specific Terms (if applicable)

N/A

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

SaskBuilds Corporation	**Partnerships British Columbia Inc.**
Per:	Per:
Authorized Signatory	Authorized Signatory
Name/Title	Name/Title
Brian Manning Interim President and CEO	

SCHEDULE B

STATEMENT OF WORK

SWIFT CURRENT – LONG TERM CARE CENTRE

This Statement of Work is made as of the 20th day of August, 2013

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

The Supplier will work with the Client and perform the function of procurement manager in planning, managing and implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement.

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services are described in the attached Appendix B-1.

The project scope split described in the Appendix B-1 outlines the respective responsibilities of the Client and the Supplier.

C. Key Personnel

The Supplier will report to, and take instructions from the Executive Vice President of Operations, SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Section 29 The Project Team will be led by Section 29 Assistant Vice President, and Section 29 Project Director, who will also provide overall day-to-day responsibility for the engagement. 24(1)(k)

The Project Team will consist of:

(a) Supplier staff and third party consultants on an as required basis.

(b) Client representatives from SaskBuilds and the Client's' contractors.

(c) External business advisors and specialized consultants as agreed to by the parties to this Statement of Work.

The Client will ensure that its representatives, including employees and consultants:

(a) Complete the tasks for which the Client has responsibility as listed in Appendix B-1 (scope split).

(b) Are available to assist the Project Team as needed.

D. Term

The parties shall be bound by the terms of this Statement of Work and the Master Agreement from June 29, 2013 to March 31, 2016, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

Subject to timely receipt of information from the Client as described in Appendix B-1, it is anticipated that the Services will be delivered according to the following schedule:

Task/Milestone	Date
Project Approved to proceed	June 24, 2013
Requirements Definition complete	August 16, 2013
Technical Specifications drafted	September 2013
RFQ Issued	August 14, 2013
Shortlist approved	November 2013
RFP Issued	November 2013
Technical Submissions Due	March 2014
Financial Submissions Due	May 2014
Preferred Proponent Selected	May 2014
Early Works Start (if required)	June 2014
Financial Close	July 2014
Service Commencement	April 2016

The expiry date for the provision of the Services described in this Schedule B is March 31, 2016.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00
Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

It is estimated that the total Supplier Fees for this project is to a maximum of $975,000. The estimated Fees for the Supplier includeSection 29 charged at $325 per hour per VP rate above, and are based on the assumption that the Client will provide an individual to serve as the Chief Project Officer for the project. 24(1)(k)

It is estimated that the total Supplier expenses for this project (excluding third party consulting costs) is to a maximum of $125,000.

Third party consultants to be retained by the Supplier on behalf of SaskBuilds are estimated to total a maximum of $185,000 (total fees and expenses) and include: Aardvark Insights Inc,: $10,000; Quantity Surveyor: $75,000; Due Diligence Advisors: $75,000; and Data Room: $25,000]. The Supplier shall not, without the prior written consent of the Client, engage any other third party consultants to work on the project, and any engagements with third party consultants shall not relieve the Supplier for any of its obligations under this Agreement or impose on the Client any liability to the third party consultants.

Clause 5.3 of the Master Agreement shall apply to third party consultant expenses. The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project-Specific Terms (if applicable)

N/A

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

SaskBuilds Corporation

Per: _____

Authorized Signatory

Name/Title

Brian Manning
Interim President and CEO

Partnerships British Columbia Inc.

Per: _____

Authorized Signatory

Name/Title

APPENDIX B-1

SWIFT CURRENT LONG TERM CARE CENTRE

1.1 SERVICES - PROCUREMENT PHASE

The Supplier will work with the Client and perform the function of procurement manager in planning, managing and implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement. Supplier will provide the following Services:

(a) Providing guidance and advice regarding the procurement process, which may include, but will not be limited to:

(1) Advice and support throughout the procurement process.

(2) Preparing documents as may be required for the review and approval of the Steering Committee and other decision-making authorities.

(3) Advice and support in the procurement and management of external advisors as required.

(4) Assisting with strategic communications planning and advice regarding the project, which may involve preparing appropriate communications materials, and other support as required, such as: ground-breaking; other events during construction; and issues management advice (particularly on PPP topics).

(5) Preparing (or participating in the preparation of) procurement documents for the review and approval of Steering Committee, including, but not limited to:

i. Request for Qualifications ("RFQ") and Project Brief.

ii. Request for Proposal ("RFP")

(6) Issuing the procurement documents including:

i. Acting as the Contact Person for the procurement process.

ii. Managing a Data Room.

iii. Coordinating the procurement process and all Proponent communications.

(7) Evaluation activities including:

i. Preparation of the evaluation documentation and evaluation results for approval of Steering Committee.

ii. Coordinating and participating in evaluation teams.

iii. Leading the technical and financial evaluation.

(8) Coordinating preparation of the Project Agreement and related legal documents.

(9) Leading the negotiations (or negotiation support) with the Preferred Proponent to finalize the Project Agreement and related documentation.

(b) Advice and support in preparing the Project Report which will be consistent with Partnerships BC's guidance (target release: sixty (60) days after the Project Agreement is executed) that identifies the value for money achieved through the preferred procurement process.

(c) Coordinating the review of the executed Project Agreement for proactive public disclosure (exempting any confidential or sensitive information), consistent with Partnerships BC's guidance.

(d) Managing project-related requests received by Partnerships BC pursuant to the British Columbia Freedom of Information and Protection of Privacy Act.

(e) Project Governance including Steering Committee membership and preparation.

Partnerships BC Key Deliverables

(1) RFQ and Project Brief

(2) RFQ Evaluation Manual, RFQ Evaluation Report and Evaluation Worksheets

(3) RFP

(4) RFP Technical and Financial Evaluation Manuals, Worksheets and Evaluation Reports

(5) Redacted Project Agreement

(6) Project Report

1.2 PROJECT SCOPE SPLIT

The following table indicates the scope split for key project tasks.

Procurement Tasks	Lead	Support
1. General		
Retain and Manage Advisors (CPO, Technical, Legal, Financial, Fairness)	Client	PBC
Develop Schedule for Procurement Phase	PBC	Client
Assist with project team workplan coordination	PBC	Client
Steering Committee participation	PBC	Client
2. Document Requirements		
Develop Functional Program, including LEAN design and process maps	Client	PBC
Develop Indicative Design	Client	PBC
Determine local authority requirements (permitting, zoning, variances)	Client	PBC
Develop and finalize performance requirements (design & construction, facilities management)	Client	PBC
3. Request for Qualifications		

Procurement Tasks	Lead	Support
Develop RFQ and Project Brief	PBC	Client
Coordinate RFQ review and approval	PBC	Client
Coordinate site tour and information meeting	PBC	Client
Manage RFQ process and Respondent communications	PBC	Client
Prepare Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Shortlist	Client	PBC
Respondent Debriefs	Client	PBC
Shortlist announcement	Client	PBC
4. Request for Proposal		
Prepare RFP and related documentation	PBC	Client
Develop RFP Evaluation Approach (incl. anticipated criteria)	PBC	Client
Coordinate RFP review and approval	PBC	Client
Manage Project Agreement preparation and finalization	PBC	Client
Develop Technical Schedules (D&C, FM)	Client	PBC
Develop Payment Structure and Deduction Regime	PBC	Client
Manage RFP process and Proponent communications	PBC	Client
Manage Data Room access and materials	PBC	Client
Manage Collaborative process and meetings	PBC	Client
Issue Updated and Definitive Draft Project Agreement and Schedules	PBC	Client
Receive and Review Technical and Financial Submissions	PBC	Client
Prepare Technical Evaluation Manual and Evaluation Report	PBC	Client
Prepare Financial Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Preferred Proponent	Client	PBC
Proponent Debriefs	Client	PBC
Preferred Proponent announcement	Client	PBC
5. Negotiations and Financial Close		
Develop negotiation plan	PBC	Client
Manage negotiations	PBC	Client
Finalize Project Agreement, conformed version and proposal extracts	PBC	Client
Early Works Agreement (if applicable)	Client	PBC
Manage Financial Close process	PBC	Client

Procurement Tasks	Lead	Support
Prepare Project Report and redacted Project Agreement	PBC	Client
Coordinate review and approval of Project Report and PA	PBC	Client
6. Secure Requisite Approvals		
Steering Committee	Client	PBC
Provincial Ministry and Treasury Board	Client	PBC
Regional Health Authority	Client	PBC

SCHEDULE C

STATEMENT OF WORK

NORTH BATTLEFORD – INTEGRATED HOSPITAL AND CORRECTIONAL PROJECT

This Statement of Work is made as of the 20th day of August, 2013.

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

There are two phases contemplated for this project as follows:

Phase One – Business Case:

The Supplier will work with the Client in planning, managing and completing a business case consisting of an assessment of the qualitative and quantitative considerations of different procurement methods, including both traditional and alternative procurement models, for the project as further detailed in Appendix C-1(the "Business Case").

Phase Two – Procurement Phase:

Assuming that after the assessment of the Business Case as contemplated in Phase One the Client elects to proceed with an alternative procurement model for the project, the Client may, in its exclusive discretion, elect to engage the Supplier to work with the Client to perform the function of procurement manager in planning, managing and

implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement.

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services are described in the attached Appendix C-1.

The project scope split described in the Appendix C-1 outlines the respective responsibilities of the Client and the Supplier.

C. Key Personnel

The Supplier will report to, and take instructions from the Executive Vice President of Operations, SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Section 29 Section 29 The Project Team will be led by Section 29 Assistant Vice President, and Project Director, who will also provide overall day-to-day responsibility for the engagement. 24(1)(k)

The Project Team will consist of:

(a) Supplier staff and third party consultants on an as required basis.

(b) Client representatives from SaskBuilds and the Client's contractors.

(c) External business advisors and specialized consultants as agreed to by the parties to this Statement of Work.

The Client will ensure that its representatives, including employees and consultants:

(a) Complete the tasks for which the Client has responsibility as listed in Appendix C-1 (scope split).

(b) Are available to assist the Project Team as needed.

D. Term

The parties shall be bound by the terms of this Statement of Work and the Master Agreement from June 29, 2013 to March 31, 2016, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

Subject to timely receipt of information from the Client as described in Appendix C-1, it is anticipated that the Services will be delivered according to the following schedule:

Task/Milestone	Date
Phase One – Business Case:	
Project Approved to proceed to Business Case	July 2013
Requirements Definition complete (Program and Indicative Design)	October 2013
Business Case Complete	December 2013
Project Approved to proceed to Procurement	January 2014
Phase Two – Procurement Phase:	
RFQ Issued	*April 2014*
Shortlist approved	*June 2014*
RFP Issued	*June 2014*
Technical Submissions Due	*December 2014*
Financial Submissions Due	*February 2015*
Preferred Proponent Selected	*April 2015*
Early Works Start (if required)	*April 2015*
Financial Close	*July 2015*
Service Commencement	*Spring 2018*
Note: Milestones in italics are subject to revision during Business Case Phase	

The expiry date for the provision of the Services described in this Schedule C is March 31, 2016.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00
Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

It is estimated that the total Supplier Fees for this project is to a maximum of $375,000. The estimated Fees for the Supplier include Section 29 charged at $325 per hour per VP rate above, and are based on the assumption that the Client will provide an individual to serve as the Chief Project Officer for the project. 24(1)(k)

It is estimated that the total Supplier expenses for this project (excluding third party consulting costs) is to a maximum of $75,000.

Third party consultants to be retained by the Supplier on behalf of SaskBuilds are estimated to total a maximum of $160,000 (total fees and expenses) and include: Aardvark Insights Inc.:$10,000 expenses; Quantity Surveyor: $75,000; and W.Hiller, Facilitator: $75,000]. The Supplier shall not, without the prior written consent of the Client, engage any other third party consultants to work on the project, and any engagements with third party consultants shall not relieve the Supplier for any of its obligations under this Agreement or impose on the Client any liability to the third party consultants.

Clause 5.3 of the Master Agreement shall apply to third party consultant expenses.

The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project-Specific Terms (If applicable)

N/A

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

SaskBuilds Corporation	**Partnerships British Columbia Inc.**
Per: Brian Manning	Per:
Authorized Signatory	Authorized Signatory
Name/Title	Name/Title
Brian Manning Interim President and CEO	

1.1 SERVICES - BUSINESS CASE PHASE ONE

The Business Case will present decision makers with sufficient information to commit to project funding and implementation. The Business Case will include analysis of the following procurement options for the combined project: Design-Bid-Build; Design, Build, Finance and Design, Build, Finance and Maintain. The Supplier will take the lead role in the completion of the Business Case and will provide the following Services:

(a) Development of a work plan/schedule, scope and budget.

(b) Provide advice regarding the business, financial and policy options required to support the completion of the Business Case and development of the Project.

(c) Provide guidance and advice regarding procurement options, processes and implementation strategies.

(d) Support the development of the Project requirements and related capital, maintenance and rehabilitation costs.

(e) Support SaskBuilds in the advisor procurements for a financial advisor, legal advisor, fairness advisor, and the technical advisors consisting of an architectural, engineering, facilities management. Supplier with Client approval to secure a facilitator and a quantity surveyor.

(f) Assisting with the work associated with identifying the funding requirements and the options for meeting these requirements.

(g) Conduct Market Sounding activities.

(h) Conduct detailed risk and financial analysis.

(i) Development of a detailed procurement options analysis and recommendation.

(j) Attendance at project, stakeholder and Steering Committee meetings.

(k) Managing project-related requests received by Partnerships BC pursuant to the British Columbia *Freedom of Information and Protection of Privacy Act*.

(l) Project Governance including Steering Committee attendance and preparation.

(m) Provide communications support to SaskBuilds in communications planning implementation, and as required for issues management (particularly on PPP topics).

Partnerships BC Key Deliverables

(1) Business Case

(2) Market Sounding Report

(3) Risk Report

1.2 SERVICES - PROCUREMENT PHASE TWO

Supplier will work with the Client and perform the function of procurement manager in planning, managing and implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement. Supplier will provide the following Services:

(a) Providing guidance and advice regarding the procurement process, which may include, but will not be limited to:

(1) Advice and support throughout the procurement process.

(2) Preparing documents as may be required for the review and approval of the Steering Committee and other decision-making authorities.

(3) Advice and support in the procurement and management of external advisors as required.

(4) Assisting with strategic communications planning and advice regarding the project, which may involve preparing appropriate communications materials, and other support as required, such as: ground-breaking; other events during construction; and issues management advice (particularly on PPP topics).

(5) Preparing (or participating in the preparation of) procurement documents for the review and approval of Steering Committee, including, but not limited to:

i. Request for Qualifications ("RFQ") and Project Brief.

ii. Request for Proposal ("RFP")

(6) Issuing the procurement documents including:

i. Acting as the Contact Person for the procurement process.

ii. Managing a Data Room.

iii. Coordinating the procurement process and all Proponent communications.

(7) Evaluation activities including:

i. Preparation of the evaluation documentation and evaluation results for approval of Steering Committee.

ii. Coordinating and participating in evaluation teams.

iii. Leading the technical and financial evaluation.

(8) Coordinating preparation of the Project Agreement and related legal documents.

(9) Leading the negotiations (or negotiation support) with the Preferred Proponent to finalize the Project Agreement and related documentation.

(b) Advice and support in preparing the Project Report which will be consistent with Partnerships BC's guidance (target release: sixty (60) days after the Project Agreement is executed) that identifies the value for money achieved through the preferred procurement process.

(c) Coordinating the review of the executed Project Agreement for proactive public disclosure (exempting any confidential or sensitive information), consistent with Partnerships BC's guidance.

(d) Managing project-related requests received by Partnerships BC pursuant to the British Columbia Freedom of Information and Protection of Privacy Act.

(e) Project Governance including Steering Committee membership and preparation.

Partnerships BC Key Deliverables

(1) RFQ and Project Brief

(2) RFQ Evaluation Manual, RFQ Evaluation Report and Evaluation Worksheets

(3) RFP

(4) RFP Technical and Financial Evaluation Manuals, Worksheets and Evaluation Reports

(5) Redacted Project Agreement

(6) Project Report

1.3 PROJECT SCOPE SPLIT

The following tables indicate the scope split for key project tasks.

Phase 1 - Business Case Tasks	Lead	Support
1. General		
Develop Business Case work plan	PBC	Client
Retain and manage consultants (CPO, technical, financial, legal)	Client	PBC
Retain and manage consultants (QS, Facilitator)	PBC	Client
Establish Project team	Client	PBC
Steering Committee participation	PBC	Client
2. Service Delivery Options and Program Requirements		
Establish and describe project objectives	Client	PBC
Establish and describe service delivery options	Client	PBC
Develop Functional Program, including Lean design	Client	PBC
Develop Indicative Design	Client	PBC

Develop Updated Cost estimates	Client	PBC
Develop a qualitative Multiple Criteria Analysis of delivery options (if required)	PBC	Client
Recommend preferred delivery option	Client	PBC
3. Communications and Stakeholder Consultation		
Lead media communications and stakeholder consultations	Client	PBC
Develop communications strategy and supporting materials	Client	PBC
Develop draft procurement communications plan for business case	Client	PBC
4. Risk and Financial Analysis		
Develop a comprehensive risk matrix, mitigation strategies, and allocations	PBC	Client
Quantify selected risks	PBC	Client
Prepare a detailed Risk Report	PBC	Client
Develop all project capital and operating costs	Client	PBC
Develop financial inputs (capital and operating for each option)	PBC	Client
Develop financial analysis and document findings	PBC	Client
Review financial model with financial advisor	PBC	Client
Prepare a Financial Model Report	PBC	Client
Work with Client on funding options	PBC	Client
Complete Funding Analysis	PBC	Client
5. Procurement Analysis		
Develop & document procurement options for analysis	PBC	Client
Establish & describe procurement objectives	Client	PBC
Complete Market Sounding and document findings in a Market Sounding Report	PBC	Client
Develop a Multiple Criteria Analysis of procurement options	PBC	Client
Work with Client on procurement options issues	PBC	Client
Develop procurement schedule	PBC	Client
Recommend a procurement option	PBC	Client
6. Document Preparation		
Develop Part A – Rationale for Investment	Client	PBC
Develop Part B – Service Delivery Options	Client	PBC
Develop Part C – Procurement Analysis	PBC	Client
Develop Part D – Summary & Recommendation	PBC	Client
Develop consolidated Business Case, including appendices	PBC	Client
Review draft Business Case	Client & PBC	PBC
Finalize Business Case	PBC	Client

7. Approvals		
Approve draft and final version of Business Case	Client & PBC	PBC
Develop materials for Province, Ministry and RHA	Client	PBC
Manage approval process with Province, Ministry and RHA	Client	PBC

Phase 2 - Procurement Tasks	Lead	Support
1. General		
Retain and Manage Advisors (CPO, Technical, Legal, Financial, Fairness)	Client	PBC
Develop Schedule for Procurement Phase	PBC	Client
Assist with project team workplan coordination	PBC	Client
Steering Committee participation	PBC	Client
2. Document Requirements		
Develop Functional Program, including LEAN design and process maps	Client	PBC
Develop Indicative Design	Client	PBC
Determine local authority requirements (permitting, zoning, variances)	Client	PBC
Develop and finalize performance requirements (design & construction, facilities management)	Client	PBC
3. Request for Qualifications		
Develop RFQ and Project Brief	PBC	Client
Coordinate RFQ review and approval	PBC	Client
Coordinate site tour and information meeting	PBC	Client
Manage RFQ process and Respondent communications	PBC	Client
Prepare Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Shortlist	Client	PBC
Respondent Debriefs	Client	PBC
Shortlist announcement	Client	PBC
4. Request for Proposal		
Prepare RFP and related documentation	PBC	Client
Develop RFP Evaluation Approach (incl. anticipated criteria)	PBC	Client
Coordinate RFP review and approval	PBC	Client
Manage Project Agreement preparation and finalization	PBC	Client
Develop Technical Schedules (D&C, FM)	Client	PBC
Develop Payment Structure and Deduction Regime	PBC	Client

Manage RFP process and Proponent communications	PBC	Client
Manage Data Room access and materials	PBC	Client
Manage Collaborative process and meetings	PBC	Client
Issue Updated and Definitive Draft Project Agreement and Schedules	PBC	Client
Receive and Review Technical and Financial Submissions	PBC	Client
Prepare Technical Evaluation Manual and Evaluation Report	PBC	Client
Prepare Financial Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Preferred Proponent	Client	PBC
Proponent Debriefs	Client	PBC
Preferred Proponent announcement	Client	PBC
5. Negotiations and Financial Close		
Develop negotiation plan	PBC	Client
Manage negotiations	PBC	Client
Finalize Project Agreement, conformed version and proposal extracts	PBC	Client
Early Works Agreement (if applicable)	Client	PBC
Manage Financial Close process	PBC	Client
Prepare Project Report and redacted Project Agreement	PBC	Client
Coordinate review and approval of Project Report and PA	PBC	Client
6. Secure Requisite Approvals		
Steering Committee	Client	PBC
Provincial Ministry and Treasury Board	Client	PBC
Regional Health Authority	Client	PBC

SCHEDULE D

STATEMENT OF WORK

SASKATCHEWAN SCHOOLS PROJECTS

This Statement of Work is made as of the 8th day of July, 2014.

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

The projects involve the procurement of two bundles of K-8 schools in Regina, Saskatoon and areas.

Phase One – Procurement:

The Client will engage the Supplier to work with the Client to perform the function of procurement manager in planning, managing and implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement.

Phase Two – Project Implementation:

The Client will engage the Supplier to work with the Client to provide contract implementation and management services during the course of the project's design and construction and into the first months of the Operating Period.

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services are described in the attached Appendix D-1.

The project scope split described in the Appendix D-1 outlines the respective responsibilities of the Client and the Supplier.

C. Key Personnel

The Supplier will report to, and take instructions from the Executive Vice President of Operations, SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Section 29 Assistant VP. The Project Team will be led Project Director, who will also provide overall day-to-day responsibility for the engagement.

The Project Team will consist of:

(a) Supplier staff and third party consultants on an as required basis.

(b) Client representatives from SaskBuilds and the Client's contractors.

(c) External business advisors and specialized consultants as agreed to by the parties to this Statement of Work.

The Client will ensure that its representatives, including employees and consultants:

(a) Complete the tasks for which the Client has responsibility as listed in Appendix D-1 (scope split).

(b) Are available to assist the Project Team as needed.

D. Term

The parties shall be bound by the terms of this Statement of Work and the Master Agreement from June 8, 2014 to December 31, 2017, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

Subject to timely receipt of information from the Client as described in Appendix D-1, it is anticipated that the Services will be delivered according to the following schedule.

Task/Milestone	Date
RFQ Issued	*July 2014*
Shortlist approved	*October 2014*
RFPs Issued	*November 2014*
Technical Submissions Due	*April 2015*
Financial Submissions Due	*May 2015*

Task/Milestone	Date
Preferred Proponent Selected	*June 2015*
Early Works Start (if required)	*June 2015*
Financial Close	*July 2015*
Project Implementation	*July 2015 to December 31, 2017*

The expiry date for the provision of the Services described in this Schedule D is December 31, 2017.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Table 1 – Project Resource Hourly Rates

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00
Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

Table 2 presents the estimated maximum Supplier Fees and expenses for the projects. It also presents the estimated total maximum (fees and expenses) of the third party consultants to be retained by the Supplier on behalf of SaskBuilds.

Table 2 – Fee Estimate Breakdown

Fee Estimate Breakdown	Maximum Supplier Fee ($)
Supplier (Partnerships BC)	
Phase One – Procurement	
Supplier Fees	1,301,000
Supplier Disbursements and Expenses	90,000
Sub Total - Supplier Fees and Expenses	**1,391,000**

Third Party Consultants:	
Interest Rate Advisor	70,000
Sub Total - Third Party Consultants	**70,000**
Phase One – Procurement Total	**1,461,000**
Phase Two – Project Implementation	
Supplier Fees	253,000
Supplier Disbursements and Expenses (excluding third party consulting costs)	20,000
Sub Total – Supplier Fees and Expenses	**273,000**
Phase Two – Project Implementation Total	**273,000**
Total	**1,734,000**

The estimated Fees for the Supplier are based on the assumption that the Client will provide an individual to serve as the Chief Project Officer for the projects.

The Supplier shall not, without the prior written consent of the Client, engage any other third party consultants to work on the projects, and any engagements with third party consultants shall not relieve the Supplier for any of its obligations under this Agreement or impose on the Client any liability to the third party consultants.

Clause 5.3 of the Master Agreement shall apply to third party consultant expenses.

The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project-Specific Terms (if applicable)

N/A

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

SaskBuilds Corporation

per: _____

Authorized Signatory

Name/Title

Rupen Pandya / President SaskBuilds.

Partnerships British Columbia Inc.

per: Amanda Farrell

Authorized Signatory

Name/Title

APPENDIX D-1

SASKATCHEWAN SCHOOLS PROJECTS

1.1 SERVICES – PHASE ONE - PROCUREMENT PHASE

Supplier will work with the Client and perform the function of procurement manager in planning, managing and implementing the procurement processes to secure a private partner or partners to provide services in accordance with the Project Agreements. Supplier will provide the following Services:

(a) Providing guidance and advice regarding the procurement process, which may include, but will not be limited to:

(1) Advice and support throughout the procurement process.

(2) Preparing documents as may be required for the review and approval of the Steering Committee and other decision-making authorities.

(3) Advice and support in the procurement and management of external advisors as required.

(4) Assisting with strategic communications planning and advice regarding the project, which may involve preparing appropriate communications materials, and other support as required, such as: ground-breaking; other events during construction; and issues management advice (particularly on PPP topics).

(5) Preparing (or participating in the preparation of) procurement documents for the review and approval of Steering Committee, including, but not limited to:

i. Request for Qualifications ("RFQ") and Project Brief.

ii. Request for Proposals ("RFP")(one for each of the two projects)

(6) Issuing the procurement documents including:

i. Acting as the Contact Person for the procurement process.

ii. Managing a Data Room.

iii. Coordinating the procurement process and all Proponent communications.

(7) Evaluation activities including:

i. Preparation of the evaluation documentation and evaluation results for approval of Steering Committee.

ii. Coordinating and participating in evaluation teams.

iii. Leading the technical and financial evaluation.

(8) Coordinating preparation of the Project Agreements and related legal documents.

(9) Leading the negotiations (or negotiation support) with the Preferred Proponent(s) to finalize the Project Agreements and related documentation.

(b) Advice and support in preparing the Project Report (target release: sixty (60) days after the Project Agreement is executed) that identifies the value for money achieved through the preferred procurement process.

(c) Coordinating the review of the executed Project Agreement for proactive public disclosure (exempting any confidential or sensitive information), consistent with Partnerships BC's guidance.

(d) Managing project-related requests received by Partnerships BC pursuant to the British Columbia Freedom of Information and Protection of Privacy Act.

(e) Project Governance including Steering Committee membership and preparation.

Partnerships BC Key Deliverables

(1) RFQ and Project Brief

(2) RFQ Evaluation Manual, RFQ Evaluation Report and Evaluation Worksheets

(3) RFPs (one for each of the two projects)

(4) RFP Technical and Financial Evaluation Manuals, Worksheets and Evaluation Reports

(5) Redacted Project Agreements

(6) Project Report(s)

1.2 SERVICES – PHASE TWO - PROJECT IMPLEMENTATION

Supplier will work with the Client and provide the following Services:

(a) Contract Implementation and Management Advice

(1) Provide assistance to the CPO as required

(2) Provide advice on implementation processes including:

i. Design Development

ii. Construction

iii. Service Commencement

iv. Facility Maintenance (transition and implementation)

v. Commercial issues

vi. Project Governance issues

(3) Lessons learned and guidance from other implementations

(b) Contract Management

(1) Provide assistance to the CPO and Project Director as required in the following;

i. Overall project management, including team engagement to ensure the success of the project,

ii. Stakeholder management

iii. Financial Management

iv. Progress reporting

v. Risk Management

vi. Change management and change control (issue management)

vii. Monitoring the Quality Assurance/Quality Control program

viii. Communications

ix. Schedule development and management;

x. Management of the Compliance Team

(2) Transition workshops at each phase for all project team members

(3) Provide advisory services to negotiations, design development and construction processes including commissioning

(4) Commercial advice including management of changes and potential refinancing impacts;

(5) Contract interpretation and monitoring of key project deliverables

(6) Providing support to any onsite Owner's construction coordinator

(7) Assisting in Owner's equipment procurement and incorporation into design

(8) Attendance at Construction Period Joint Committee Meetings as required

(9) Attendance at Operating Period Joint Committee as required;

(10)Assisting in the management of the relationship with the Private Partner.

(c) Project Governance

(1) Project Organizational Chart Development

(2) Resource planning

(d) Best Practices documentation, including:

(1) Project Implementation Plan development

(2) Operations manual development

1.3 PROJECT SCOPE SPLIT

The following tables indicate the scope split for key project tasks.

Phase One – Procurement Tasks	Lead	Support
1. General		
Retain and Manage Advisors (CPO, Technical, Legal, Financial, Fairness)	Client	PBC
Develop Schedule for Procurement	PBC	Client
Project team work plan coordination	Client	PBC
Steering Committee participation	PBC	Client
2. Document Requirements		
Develop Functional Program, including LEAN design and process maps	Client	PBC
Develop Indicative Design	Client	PBC
Determine local authority requirements (permitting, zoning, variances)	Client	PBC
Develop and finalize performance requirements [Design & Construction (D&C), facilities management(FM)]	Client	PBC
3. Request for Qualifications		
Develop RFQ and Project Brief	PBC	Client
Coordinate RFQ review and approval	PBC	Client
Coordinate site tour and information meeting	PBC	Client
Manage RFQ process and Respondent communications	PBC	Client
Prepare Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Shortlist	Client	PBC
Respondent Debriefs	Client	PBC
Shortlist announcement	Client	PBC
4. Request for Proposal		
Prepare RFPs and related documentation	PBC	Client
Develop RFP Evaluation Approach (incl. anticipated criteria)	PBC	Client
Coordinate RFP review and approval	PBC	Client
Manage Project Agreement preparation and finalization	Client	PBC
Develop Technical Schedules (D&C, FM)	Client	PBC
Develop Payment Structure and Deduction Regime	PBC	Client
Manage RFP process and Proponent communications	PBC	Client
Manage Data Room access and materials	PBC	Client
Manage Collaborative process and meetings	PBC	Client

Issue Updated and Final Draft Project Agreement and Schedules	PBC	Client
Receive and Review Technical and Financial Submissions	PBC	Client
Prepare Technical Evaluation Manual and Evaluation Report	PBC	Client
Prepare Financial Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Preferred Proponent	Client	PBC
Proponent Debriefs	Client	PBC
Preferred Proponent announcement	Client	PBC
5. Negotiations and Financial Close		
Develop negotiation plan	PBC	Client
Manage negotiations	PBC	Client
Finalize Project Agreements, conformed versions and proposal extracts	PBC	Client
Early Works Agreement (if applicable)	Client	PBC
Manage Financial Close process	PBC	Client
Assist in preparing Project Report including coordinating review and approval	PBC	Client
Redact Project Agreement including coordinating review and approval	PBC	Client
6. Secure Requisite Approvals		
Steering Committee	Client	PBC
Provincial Ministry and Treasury Board	Client	PBC
School Districts (Other)	Client	PBC

Phase Two – Project Implementation Tasks	Lead	Support
Project Director and Overall Project Leadership	Client	PBC
Design and Construction	Client	PBC
Facility Operations Implementation	Client	PBC
Contract Management	Client	PBC

SCHEDULE C

STATEMENT OF WORK

NORTH BATTLEFORD – INTEGRATED HOSPITAL AND CORRECTIONAL PROJECT

This Statement of Work is made as of the 12th day of September, 2014.

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

There are two phases contemplated for this project as follows:

Phase One – Business Case:

The Supplier will work with the Client in planning, managing and completing a business case consisting of an assessment of the qualitative and quantitative considerations of different procurement methods, including both traditional and alternative procurement models, for the project as further detailed in Appendix C-1(the "Business Case").

Phase One will be considered to have been complete as of Treasury Board approval (assumed to be March 31, 2014).

Phase Two – Procurement Phase:

The Client will engage the Supplier to work with the Client to perform the function of procurement manager in planning, managing and implementing the procurement

process to secure a private partner to provide services in accordance with the Project Agreement.

Phase Three – Project Implementation

The Client will engage the Supplier to work with the Client to provide contract implementation and management services during the course of the project's design and construction.

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services are described in the attached Appendix C-1.

The project scope split described in the Appendix C-1 outlines the respective responsibilities of the Client and the Supplier.

C. Key Personnel

The Supplier will report to, and take instructions from the Executive Vice President of Operations, SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Section 29 The Project Team will be led by Section 29 Assistant VP. for Phase 1 and by Section 29 Assistant VP. for Phase 2 and 3 and Section Project Director, for Phase 1 and Section 29 Project Director, for Phase 2 and 3, who will also provide overall day-to-day responsibility for the engagement. 24(1)(k)

The Project Team will consist of:

(a) Supplier staff and third party consultants on an as required basis.

(b) Client representatives from SaskBuilds and the Client's contractors.

(c) External business advisors and specialized consultants as agreed to by the parties to this Statement of Work.

The Client will ensure that its representatives, including employees and consultants:

(a) Complete the tasks for which the Client has responsibility as listed in Appendix C-1 (scope split).

(b) Are available to assist the Project Team as needed.

D. Term

The parties shall be bound by the terms of this Statement of Work and the Master Agreement from June 29, 2013 to September 30, 2018, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

Subject to timely receipt of information from the Client as described in Appendix C-1, it is anticipated that the Services will be delivered according to the following schedule. The schedule proposed below is subject to further adjustment as necessary and will accommodate a schedule expansion as significant as 5 months.

Task/Milestone	Date
Phase One – Business Case:	
Project Approved to proceed to Business Case	July 2013
Requirements Definition complete (Program and Indicative Design)	October 2013
Business Case Complete	January 2014
Project Approved to proceed to Procurement as a DBFM	March 2014
Phase Two – Procurement Phase:	
RFQ Issued	*April 2014*
Shortlist approved	*August 2014*
RFP Issued	*October 2014*
Technical Submissions Due	*March 2015*
Financial Submissions Due	*May 2015*
Preferred Proponent Selected	*Spring 2015*
Early Works Start (if required)	*Spring 2015*
Financial Close	*Summer 2015*
Phase Three – Project Implementation:	
Design and Construction	*Summer 2015 – Summer 2018*
Service Commencement	*Summer 2018*

The expiry date for the provision of the Services described in this Schedule C is September 30, 2018.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Table 1 – Project Resource Hourly Rates

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00

Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

Table 2 presents the estimated maximum Supplier Fees and expenses for Phase 1, Phase 2 and 3 of the project. It also presents the estimated total maximum (fees and expenses) of the third party consultants to be retained by the Supplier on behalf of SaskBuilds.

Table 2 – Fee Estimate Breakdown

Fee Estimate Breakdown	Maximum Supplier Fee ($)
Supplier (Partnerships BC)	
Phase 1 – Business Case	$375,000
Phase 2 – Procurement	
Supplier Fees	1,013,000
Supplier Disbursements and Expenses Third Party Data Room – Infinite Source	130,000 20,000
Sub Total - Supplier Fees and Expenses	**1,163,000**
Third Party Consultants:	
Quantity Surveyor	80,000
Interest Rate Advisor	40,000
Sub Total - Third Party Consultants	**120,000**
Phase 2 – Procurement Total	**1,283,000**
Phase 3 – Implementation	
Supplier Fees	273,000
Supplier Disbursements and Expenses (excluding third party consulting costs)	0
Sub Total - Supplier Fees and Expenses	**273,000**
Phase 3 – Implementation Total	**273,000**
Amendment No 1: Total	**1,556,000**

The Supplier shall not, without the prior written consent of the Client, engage any other third party consultants to work on the project, and any engagements with third party consultants shall not relieve the Supplier for any of its obligations under this Agreement or impose on the Client any liability to the third party consultants.

Clause 5.3 of the Master Agreement shall apply to third party consultant expenses.

The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project-Specific Terms (if applicable)

N/A

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

SaskBuilds Corporation	**Partnerships British Columbia Inc.**
per: _____	per: _____
Authorized Signatory	Authorized Signatory
Name/Title	Name/Title

1.1 SERVICES – BUSINESS CASE PHASE ONE

The Business Case will present decision makers with sufficient information to commit to project funding and implementation. The Business Case will include analysis of the following procurement options for the combined project: Design-Bid-Build; Design, Build, Finance and Design, Build, Finance and Maintain. The Supplier will take the lead role in the completion of the Business Case and will provide the following Services:

(a) Development of a work plan/schedule, scope and budget.

(b) Provide advice regarding the business, financial and policy options required to support the completion of the Business Case and development of the Project.

(c) Provide guidance and advice regarding procurement options, processes and implementation strategies.

(d) Support the development of the Project requirements and related capital, maintenance and rehabilitation costs.

(e) Support SaskBuilds in the advisor procurements for a financial advisor, legal advisor, fairness advisor, and the technical advisors consisting of an architectural, engineering, facilities management. Supplier with Client approval to secure a facilitator and a quantity surveyor.

(f) Assisting with the work associated with identifying the funding requirements and the options for meeting these requirements.

(g) Conduct Market Sounding activities.

(h) Conduct detailed risk and financial analysis.

(i) Development of a detailed procurement options analysis and recommendation.

(j) Attendance at project, stakeholder and Steering Committee meetings.

(k) Managing project-related requests received by Partnerships BC pursuant to the British Columbia *Freedom of Information and Protection of Privacy Act*.

(l) Provide communications support to SaskBuilds in communications planning implementation, and as required for issues management (particularly on PPP topics).

Partnerships BC Key Deliverables

(1) Business Case

(2) Market Sounding Report

(3) Risk Report

1.2 SERVICES – PROCUREMENT PHASE TWO

Supplier will work with the Client and perform the function of procurement manager in planning, managing and implementing the procurement process to secure a private partner to provide services in accordance with the Project Agreement. Supplier will provide the following Services:

(a) Providing guidance and advice regarding the procurement process, which may include, but will not be limited to:

(1) Advice and support throughout the procurement process.

(2) Preparing documents as may be required for the review and approval of the Steering Committee and other decision-making authorities.

(3) Advice and support in the procurement and management of external advisors as required.

(4) Preparing (or participating in the preparation of) procurement documents for the review and approval of Steering Committee, including, but not limited to:

i. Request for Qualifications ("RFQ") and Project Brief.

ii. Request for Proposal ("RFP")

(5) Issuing the procurement documents including:

i. Acting as the Contact Person for the procurement process.

ii. Managing a Data Room.

iii. Coordinating the procurement process and all Proponent communications.

(6) Evaluation activities including:

i. Preparation of the evaluation documentation and evaluation results for approval of Steering Committee.

ii. Coordinating and participating in evaluation teams.

iii. Leading the technical and financial evaluation.

(7) Coordinating preparation of the Project Agreement and related legal documents.

(8) Leading the negotiations (or negotiation support) with the Preferred Proponent to finalize the Project Agreement and related documentation.

(b) Coordinating the review of the executed Project Agreement for proactive public disclosure (exempting any confidential or sensitive information), consistent with Partnerships BC's guidance.

(c) Managing project-related requests received by Partnerships BC pursuant to the British Columbia Freedom of Information and Protection of Privacy Act.

Partnerships BC Key Deliverables

(1) RFQ and Project Brief

(2) RFQ Evaluation Manual, RFQ Evaluation Report and Evaluation Worksheets

(3) RFP

(4) RFP Technical and Financial Evaluation Manuals, Worksheets and Evaluation Reports

(5) Redacted Project Agreement

1.3 SERVICES PROJECT IMPLEMENTATION PHASE THREE

Supplier will work with the Client and provide the following Services:

(a) Contract Implementation and Management Advice

(1) Provide assistance to the CPO as required

(2) Provide advice on implementation processes including:

i. Design Development

ii. Construction

iii. Service Commencement

iv. Facility Maintenance

v. Commercial issues

vi. Project Governance issues

(3) Lessons learned and guidance from other implementations

(b) Managing non-transferable project-related requests received by Partnerships BC pursuant to the Freedom of Information and Protection of Privacy Act.

1.4 PROJECT SCOPE SPLIT

The following tables indicate the scope split for key project tasks.

Phase 1 - Business Case Tasks	Lead	Support

1. General		
Develop Business Case work plan	PBC	Client
Retain and manage consultants (CPO, technical, financial, legal)	Client	PBC
Retain and manage consultants (QS, Facilitator)	PBC	Client
Establish Project team	Client	PBC
Steering Committee participation	PBC	Client
2. Service Delivery Options and Program Requirements		
Establish and describe project objectives	Client	PBC
Establish and describe service delivery options	Client	PBC
Develop Functional Program, including Lean design	Client	PBC
Develop Indicative Design	Client	PBC
Develop Updated Cost estimates	Client	PBC
Develop a qualitative Multiple Criteria Analysis of delivery options (if required)	PBC	Client
Recommend preferred delivery option	Client	PBC
3. Communications and Stakeholder Consultation		
Lead media communications and stakeholder consultations	Client	PBC
Develop communications strategy and supporting materials	Client	PBC
Develop draft procurement communications plan for business case	Client	PBC
4. Risk and Financial Analysis		
Develop a comprehensive risk matrix, mitigation strategies, and allocations	PBC	Client
Quantify selected risks	PBC	Client
Prepare a detailed Risk Report	PBC	Client
Develop all project capital and operating costs	Client	PBC
Develop financial inputs (capital and operating for each option)	PBC	Client
Develop financial analysis and document findings	PBC	Client
Review financial model with financial advisor	PBC	Client
Prepare a Financial Model Report	PBC	Client
Work with Client on funding options	PBC	Client
Complete Funding Analysis	PBC	Client
5. Procurement Analysis		
Develop & document procurement options for analysis	PBC	Client
Establish & describe procurement objectives	Client	PBC
Complete Market Sounding and document findings in a Market Sounding Report	PBC	Client
Develop a Multiple Criteria Analysis of procurement options	PBC	Client
Work with Client on procurement options issues	PBC	Client

Develop procurement schedule	PBC	Client
Recommend a procurement option	PBC	Client
6. Document Preparation		
Develop Part A – Rationale for Investment	Client	PBC
Develop Part B – Service Delivery Options	Client	PBC
Develop Part C – Procurement Analysis	PBC	Client
Develop Part D – Summary & Recommendation	PBC	Client
Develop consolidated Business Case, including appendices	PBC	Client
Review draft Business Case	Client & PBC	
Finalize Business Case	PBC	Client
7. Approvals		
Approve draft and final version of Business Case	Client & PBC	
Develop materials for Province, Ministry and RHA	Client	PBC
Manage approval process with Province, Ministry and RHA	Client	PBC

Phase 2 - Procurement Tasks	Lead	Support
1. General		
Retain and Manage Advisors (CPO, Technical, Legal, Financial, Fairness)	Client	PBC
Develop Schedule for Procurement Phase	Client & PBC	
Assist with project team work plan coordination	PBC	Client
Steering Committee participation	Client	PBC
2. Document Requirements		
Develop Functional Program, including LEAN design and process maps	Client	PBC
Develop Indicative Design	Client	PBC
Determine local authority requirements (permitting, zoning, variances)	Client	PBC
Develop and finalize performance requirements [Design & Construction (D&C), facilities management(FM)]	Client	PBC
3. Request for Qualifications		
Develop RFQ and Project Brief	PBC	Client
Coordinate RFQ review and approval	PBC	Client
Coordinate site tour and information meeting	PBC	Client
Manage RFQ process and Respondent communications	PBC	Client
Prepare Evaluation Manual and Evaluation Report	PBC	Client

Coordinate and manage Evaluation process	PBC	Client
Select Shortlist	Client	PBC
Respondent Debriefs	Client	PBC
Shortlist announcement	Client	PBC
4. Request for Proposal		
Prepare RFP and related documentation	PBC	Client
Develop RFP Evaluation Approach (incl. anticipated criteria)	PBC	Client
Coordinate RFP review and approval	PBC	Client
Manage Project Agreement preparation and finalization	Client	PBC
Develop Technical Schedules (D&C, FM)	Client	PBC
Develop Payment Structure and Deduction Regime	PBC	Client
Manage RFP process and Proponent communications	PBC	Client
Manage Data Room access and materials	PBC	Client
Manage Collaborative process and meetings	PBC	Client
Issue Updated and Final Draft Project Agreement and Schedules	PBC	Client
Receive and Review Technical and Financial Submissions	PBC	Client
Prepare Technical Evaluation Manual and Evaluation Report	PBC	Client
Prepare Financial Evaluation Manual and Evaluation Report	PBC	Client
Coordinate and manage Evaluation process	PBC	Client
Select Preferred Proponent	Client	PBC
Proponent Debriefs	Client	PBC
Preferred Proponent announcement	Client	PBC
5. Negotiations and Financial Close		
Develop negotiation plan	PBC	Client
Manage negotiations	PBC	Client
Finalize Project Agreement, conformed version and proposal extracts	PBC	Client
Early Works Agreement (if applicable)	Client	PBC
Manage Financial Close process	PBC	Client
Prepare redacted Project Agreement	PBC	Client
Coordinate review and approval of PA	PBC	Client
6. Secure Requisite Approvals		
Steering Committee	Client	PBC
Provincial Ministry and Treasury Board	Client	PBC

Phase 3 – Project Implementation	Lead	Support
Project Director and Overall Project Leadership	Client	PBC
Design and Construction	Client	PBC
Facility Operations Implementation	Client	PBC
Contract Management	Client	PBC

AGREEMENT AMENDMENT NO 1

This AMENDING AGREEMENT is effective on the **12th day of September, 2014**

BETWEEN:

PARTNERSHIPS BRITISH COLUMBIA INC. (the "Supplier")

AND:

SASKBUILDS CORPORATION (the "Client")

WHEREAS:

A. The parties entered into an Agreement dated for reference the 20th day of August 2013 to perform the Services as described therein.

B. The parties have agreed to amend the Agreement as follows.

ACCORDINGLY, the parties agree as follows:

1. In Section 3.1, the expiry date of March 31, 2016 will be extended to September 30, 2018.
2. Schedule C – Statement of Work North Battleford – Integrated Hospital and Correctional Project and the accompany Appendix C-1 will be replaced with the version attached to this document.
3. In all other respects, the Agreement shall remain unchanged.

Amanda Farrell

Amanda Farrell

President and Chief Executive Officer

Rupen Pandya

President and Chief Executive Officer

SaskBuilds

720 – 1855 VICTORIA AVENUE
REGINA, SK, CANADA S4P 3T2
www.saskbuilds.ca

January 16, 2015

Amanda Farrell
President and Chief Executive Officer
Partnerships British Columbia Inc.
900 – 1285 W Pender Street
VANCOUVER BC V6E 4B1

Dear Ms. Farrell:

As you know, Article 10.0 of the Contract for SaskBuilds Advisory Services (dated August 20, 2013) speaks to potential amendments to the Contract. Please be advised that, in accordance with sections 10.2 and 2.1, SaskBuilds wishes to attach the following Statement of Work to the Contract effective as of January 5, 2015:

a) Statement of Work for the Regina Bypass Project (see attached).

All other terms and conditions remain in effect.

If you are agreeable, please confirm your acceptance of this proposed amendment by signing below and returning this original to me as soon as possible.

Sincerely,

Rupen Pandya
President and Chief Executive Officer

cc: Lisa Boire, Executive Vice-President of Operations, SaskBuilds

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I agree to accept this amendment in accordance with the terms set out above.

Amanda Farrell
Amanda Farrell
President and Chief Executive Officer
Partnerships British Columbia

January 30, 2015
Date

SCHEDULE E

STATEMENT OF WORK

REGINA BYPASS PROJECT

This Statement of Work is made effective as of the 05th day of January, 2015.

Between:

SaskBuilds Corporation, a Treasury Board Crown Corporation pursuant to *The Crown Corporations Act, 1993* (Saskatchewan)

(hereinafter referred to as the "Client")

- and -

Partnerships British Columbia Inc.

(hereinafter referred to as the "Supplier")

Whereas the Client has requested the Supplier to perform the Services hereinafter set out, and whereas the Supplier has agreed to perform those Services;

And whereas this Statement of Work forms part of and is subject to the terms and conditions of the Agreement between the parties made the 20th day of August, 2013 (the "Master Agreement");

Therefore the parties hereby agree as follows:

SaskBuilds and Supplier agree that Supplier will perform the following Services described in this Statement of Work:

A. Project Description

The project involves providing strategic advice and support to the Client as needed during the procurement phase of the Regina Bypass Project ("Project").

B. Services

The Supplier will provide to the Client the following services ("Services"):

The Services include providing strategic advice and support as needed during the procurement of the Regina Bypass Project. Specifically, the following services will include (but not be limited to):

a) President and CEO, or equivalent substitute, to provide strategic advice and support to the Project Steering Committee. This is expected to involve reviewing materials and attending meetings, when requested, and providing strategic advice on emerging issues, risks, and/or opportunities.

b) If and when required, provide advice and support to the Project Team in the development of project materials and/or dealing with upcoming or emerging project-specific issues.

C. Key Personnel

The Supplier will report to, and take instructions from the President and CEO of SaskBuilds, or other designate as may be prescribed by the Client.

The Services will be provided by the Supplier Project Team under the direction of the executive sponsor, Amanda Farrell.

The Project Team will consist of:

(a) Supplier staff and;

(b) Client Representatives from SaskBuilds and the Client's' contractors.

D. Term

The parties shall be bound by the terms of this Statement of Work effective as of January 5, 2015 to December, 2015, unless sooner terminated in accordance with section 9.1 or amended in accordance with Article 10 of the Master Agreement.

The provision of Services will be on as-needed basis.

E. Estimated Fees and Expenses

Unless otherwise agreed in writing by the parties, the Client will pay the Supplier the hourly fees listed below (the "Fees") for the Services provided by the Supplier under the terms of this Statement of Work. Supplier staff who are on the Project Team will be at the following stated Fees:

Partnerships BC Project Resource	Hourly Rate
President & CEO	$400.00
VPs	$325.00
Assistant VPs	$300.00
Directors	$240.00
PBC Senior Consultants	$180.00
PBC Consultants	$135.00
Administration	$85.00

It is estimated that the total Supplier Fees for this project is to a maximum of $150,000.

It is estimated that the total Supplier expenses for this project is to a maximum of $20,000.

The Supplier will notify the Client at least 1 month prior to reaching the maximum Fees or expenses if this will result in the maximum estimates being exceeded. At that time, the Supplier and the Client will review and discuss the reasons for the estimates being exceeded.

If the scope of the Services or Term is amended, the Client agrees that the maximum Fees and expenses will be revised accordingly.

F. Other Project-Specific Terms (if applicable)

N/A

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

SaskBuilds Corporation

Per: _____
Authorized Signatory
Name/Title
Rupen Pandya
President and CEO

Partnerships British Columbia Inc.

Per: Amanda Farrell
Authorized Signatory
Name/Title
Amanda Farrell
President and CEO