



This Agreement,

MADE IN QUADRUPLICATE ON THE 16 DAY OF October 2017BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.Address PO Box 9850, STN PROV GOVT, Victoria, BC
(hereinafter called the "Province")V8W 9T5
POSTAL CODEAND: Hara Associates Inc.Address Suite 406 - 1066 Somerset Street West
Ottawa, Ontario
(hereinafter called the "Contractor")K1Y 4T3
POSTAL CODEShort Description: Taxi Industry Research, Consultation and Report

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 27, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DATE (yyyy/mm/dd)

2017/10/11

COMPLETION DATE (yyyy/mm/dd)

2018/03/31

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:**APPOINTMENT**

1. The Province retains the Contractor to provide the services (the "Services") described in the Works/Services Schedule attached hereto.

TERM

2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.

PAYMENT

3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, (plus any applicable taxes), in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.
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4. The Province will pay the applicable GST on the fees and expenses incurred in connection with this contract.

- ☒ Terms and Conditions
- ☒ Works/Services Schedule - H0461a
- ☒ Payment Schedule - H0461b
- ☐ Travel Expenses (Group I) - H0461c
- ☒ Travel Expenses (Group II Mgmt) - H0461c-1
- ☐ Special Conditions (Engineering) - H0461d
- ☐ Special Conditions (Information Systems) - H0461d-1
- ☒ Insurance Specifications - INS-80
- ☐ Insurance Specifications Professional - INS-132
- ☒ Certificate of Insurance - H0111
- ☐ Schedule E - Privacy Protection Schedule
(if checked, Contractor must take the privacy training course
https://order.openschool.bc.ca/Product/Detail/ps_7540006302)
- ☐
- ☐

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

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

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

SIGNATURE OF CONTRACTOR

 Tammy McKay
 Manager, Financial Services
 SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE

RECORDS

5. The Contractor will:
 - a) if the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
 - b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred; and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

6. The Contractor is an independent contractor and not the servant, employee or agent of the Province of the Minister.
7. The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
8. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

9. The Contractor will upon the request, from time to time, of the Minister:
 - a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

10. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.
11. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

12. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

13. The Contractor will not without the prior written consent of the Minister:
 - a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
14. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

15. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

INDEMNITY AND STANDARD OF CARE

16. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims damages, actions and causes of action, (collectively referred to as "claims") that the Province may sustain, incur, suffer or

INDEMNITY AND STANDARD OF CARE Cont'd.

16. be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

17. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

NON-WAIVER

18. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
19. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

20. Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, S.B.C. 1981, c. 15 (the Financial Administration Act, inclusive of every amendment made thereto and in force being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph a) of this paragraph.

REFERENCES

21. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

22. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
23. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

24. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Contractor hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to all matters related to this Agreement.
25. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
26. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
27. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.



WORKS/SERVICES SCHEDULE

CONTRACT IDENTIFICATION NUMBER

067 | CS | 105667

The Contractor shall:

Provide consultation services with the taxi industry, local government and related stakeholders. This shall be followed up with a report to government including a summary of the feedback received, and the key policy considerations.

Contractor requirements:

October 15, 2017 – December 15, 2017: Hold up to 75 meetings with representatives from the taxi industry, designated local governments, Treaty First Nations, and other stakeholders including representatives of business, tourism, accessibility advocates, and the Office of the Seniors' Advocate.

December 31, 2017: Deliver a draft report summarizing the feedback received during the consultation and provide Government with policy considerations.



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

079 | CS | 105667

FEES:

Dan Hara	\$1,600 per day
Brian Bourns	\$1,600 per day
Kim Elliott	\$1,600 per day
Paul Gross	\$1,600 per day
Senior Consultant	\$ 700 per day

EXPENSES:

The above noted ^{DAILY} ~~hourly~~ rates shall be inclusive of all costs (including all overhead and out of pocket costs such as local travel, office space, copying, and printing) with the exception of travel expenses.

Travel expenses shall be reimbursed in accordance with the Schedule of Reimbursable Travel Expenses (Management – Group II) attached.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly, in arrears, for the satisfactory services provided.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 165,000 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed including the calculation of applicable GST, payable by the Province, and shown as a separate line item.
2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
5. The Contractor shall not commit the Province to any financial liability.
6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.



SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (MANAGEMENT – GROUP II)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

CONTRACT IDENTIFICATION NUMBER

079 | CS | 105667

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Goods and Services Tax (GST) with original receipts attached.

1. TRANSPORTATION

- (a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.
- (b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.
- (c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- BUDGET CAR & TRUCK RENTAL – A162000
- DISCOUNT CAR & TRUCK RENTALS
- ENTERPRISE RENT-A-CAR – 4CA1000
- NATIONAL CAR RENTAL – 3614638
- RON RIDLEY RENTALS LTD – N/A

When signing the rental agreement, waive Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will not be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager with 24 hours.

- (d) Private Vehicle: No receipts are required. Reimbursement for use of private vehicles will be at the rate of \$0.53/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.
- (e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless pre-approved in writing by the designated Ministry contact.
- (f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$49.00	
Breakfast only	\$22.00	If travel starts before 7:00 am
Lunch only	\$22.00	If travel starts before noon
Dinner only	\$28.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$30.00	As per above
Breakfast & Dinner	\$36.50	As per above
Lunch & Dinner	\$36.50	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$30.00/day.

Accommodation outside the Province will be at the rates pre-approved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month for board and lodging in lieu of the accommodation and meal rates specified above.

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$130	\$130	\$130	\$140	\$175	\$190	\$190	\$190	\$190	\$140	\$130	\$130
Burnaby	\$135	\$135	\$140	\$140	\$140	\$145	\$160	\$160	\$160	\$140	\$140	\$135
Coquitlam/Port Coquitlam	\$120	\$120	\$120	\$120	\$130	\$140	\$130	\$130	\$130	\$120	\$120	\$120
Delta	\$105	\$105	\$105	\$105	\$125	\$125	\$125	\$125	\$125	\$110	\$110	\$110
Langley	\$110	\$110	\$110	\$110	\$110	\$120	\$130	\$130	\$110	\$110	\$110	\$110
New Westminster	\$125	\$125	\$125	\$125	\$140	\$140	\$140	\$140	\$140	\$125	\$125	\$125
North Vancouver	\$120	\$120	\$120	\$130	\$130	\$130	\$150	\$150	\$150	\$120	\$120	\$120
Richmond	\$110	\$110	\$110	\$110	\$135	\$140	\$140	\$140	\$140	\$110	\$110	\$110
Surrey	\$100	\$100	\$105	\$105	\$110	\$110	\$125	\$125	\$120	\$110	\$100	\$100
White Rock	\$95	\$95	\$95	\$95	\$110	\$110	\$120	\$120	\$120	\$95	\$95	\$95
Downtown Victoria	\$105	\$105	\$105	\$105	\$150	\$150	\$170	\$170	\$140	\$105	\$105	\$105
Greater Victoria*	\$95	\$95	\$95	\$105	\$105	\$125	\$140	\$140	\$140	\$95	\$95	\$95
Castlegar	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Cranbrook	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Dawson Creek	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
Fort St John	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Golden	\$110	\$110	\$110	\$110	\$110	\$110	\$140	\$140	\$120	\$110	\$110	\$110
Kamloops	\$105	\$105	\$105	\$105	\$110	\$110	\$120	\$120	\$115	\$105	\$105	\$105
Kelowna	\$105	\$105	\$105	\$110	\$130	\$130	\$155	\$155	\$130	\$115	\$110	\$110
Nanaimo	\$115	\$115	\$110	\$110	\$110	\$125	\$135	\$135	\$120	\$105	\$105	\$115
Nelson	\$110	\$110	\$110	\$110	\$110	\$120	\$130	\$130	\$130	\$110	\$110	\$110
Penticton	\$90	\$90	\$95	\$95	\$100	\$110	\$155	\$155	\$100	\$95	\$90	\$90
Prince George	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115
Prince Rupert	\$80	\$80	\$80	\$80	\$90	\$90	\$95	\$95	\$95	\$80	\$80	\$80
Smithers	\$95	\$95	\$95	\$95	\$100	\$100	\$100	\$100	\$100	\$100	\$95	\$95
Terrace	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Vernon	\$90	\$90	\$90	\$90	\$105	\$110	\$125	\$125	\$105	\$100	\$90	\$90
Whistler	\$200	\$210	\$210	\$160	\$105	\$105	\$115	\$115	\$105	\$105	\$105	\$200
Williams Lake	\$105	\$105	\$105	\$105	\$110	\$110	\$110	\$110	\$110	\$110	\$105	\$105
Other Cities Not Listed	\$110	\$110	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$110	\$110

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay



Letter of Authorization for Contractors

"Date"

To: All Authorized Province of British Columbia
Travel Industry Suppliers

Re: _____
"Contract Identification Number & Brief Description of Services"

Please be advised that: _____
"Name of Contractor"

is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows:

_____ to _____
"Commencement Date" "Completion Date"

The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied.

Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement.

Should you require verification of this information, or if you have any questions, please contact the undersigned
at _____
"Phone Number"

Thank you for your co-operation.

Yours truly,

"Name of Ministry Contact"

"Position Title"



**SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES
FOR CONTRACTORS TO FILL IN ONLINE – H1170**

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

NAME OF INDIVIDUAL CLAIMING EXPENSES:

CONTRACT IDENTIFICATION NUMBER

079 | C S | 105667

REASON / PURPOSE FOR TRAVEL:

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

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

* For private vehicle only.

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

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

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

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

Period Covered (From – To):

TOTAL EXPENSES - Excluding GST \$



LIABILITY INSURANCES

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

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

1. ISSUANCE OF INSURANCE

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

2. EVIDENCE OF COVERAGE

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

Evidence shall be as follows:

- a) For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- b) For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

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

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

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **\$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

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

EXCLUSIONS NOT PERMITTED

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

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

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

DEDUCTIBLES

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

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

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

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

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

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

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

4. AUTOMOBILE LIABILITY INSURANCE

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

5. PROTECTION AND INDEMNITY INSURANCE

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

6. AIRCRAFT INSURANCE

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

7. NOTICE OF CANCELLATION, ETC.

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

8. USE AND OCCUPANCY

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

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



CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:	Brokers' Reference No.
	Award or Effective Date _____ (yyyy/mm/dd)

INSURED Name _____
Business Address _____

BROKER Name _____
Business Address _____

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

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

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

Print or Type Name

Date (yyyy/mm/dd)

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

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

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

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

2. Extension of Coverage

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

3. Cross Liability

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

4. Exclusions Not Permitted

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

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

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

5. Products and Completed Operations Hazard

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

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

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

1. Additional Named Insured Clause

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

2. Loss Payable Clause

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

3. Waiver of Subrogation

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

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

1. Cancellation

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

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

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

1. Cancellation

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



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

AMENDING AGREEMENT
(Consulting Services)

CONTRACT IDENTIFICATION NUMBER		
079	CS	105667
AMENDMENT NUMBER: 1		

This Amending Agreement, IS MADE THE 13th DAY OF FEBRUARY, 2018

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY
THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

Address PO Box 9850, STN PROV GOVT, Victoria, BC
(hereinafter called the "Province")

V8W 9T5
Postal Code

AND: Hara Associates Inc.

Address Suite 406 - 1066 Somerset Street West, Ottawa, Ontario
(hereinafter called the "Contractor")

K1Y 4T3
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 16th of October, 2017 for:

Taxi Industry Research, Consultation and Report

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement:

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

(1) That the Agreement shall be amended as follows:

The PAYMENT SCHEDULE is deleted and replaced by PAYMENT SCHEDULE – AMENDMENT
NUMBER 1.

(2) This amendment shall be effective December 1, 2017

That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

x [Signature]
WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]
SIGNATURE OF CONTRACTOR

[Signature]
Tammy McKay
Manager, Financial Services
SIGNATURE OF DELEGATED MINISTRY AUTHORITY

[Signature]
WITNESS AS TO THE MINISTRY SIGNATURE



This Amending Agreement, IS MADE THE 16th DAY OF JULY, 2018

BETWEEN: **HER MAJESTY THE QUEEN** IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY
THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

Address PO Box 9850, STN PROV GOVT, Victoria, BC
(hereinafter called the "Province")

V8W 9T5
Postal Code

AND: Hara Associates Inc.

Address 166 Glebe Avenue, Ottawa, Ontario
(hereinafter called the "Contractor")

K1S 2C5
Postal Code

WITNESS THAT WHEREAS

A. the parties entered into an Agreement dated the 16th of October, 2017 for:

Taxi Industry Research, Consultation and Report

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement:

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

(1) That the Agreement shall be amended as follows:

COMPLETION DATE is extended from March 31, 2018 to December 31, 2018.

PAYMENT SCHEDULE – AMENDMENT NUMBER 1, "MAXIMUM AMOUNT PAYABLE" is increased from \$165,000 by \$26,000 to \$191,000.

WORKS/SERVICES SCHEDULE is amended to add the following Contractor requirements:

(1) Technical Briefing. Prepare and present a Technical Briefing to the media accompanying the release of the report.

(2) Briefing note on s.13 Prepare a briefing note s.13

(3) Briefing note on s.13 Prepare a briefing note s.13

(4) Briefing Note on s.13

(2) This amendment shall be effective April 1, 2018

That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

AFFIX CORPORATE SEAL BELOW

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

SIGNATURE OF CONTRACTOR

Tammy McKay

Manager, Financial Services

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

WITNESS AS TO THE MINISTRY SIGNATURE



PAYMENT SCHEDULE

METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

079 | CS | 105667

FEES:

AMENDMENT NUMBER 1

Dan Hara	\$1,600 per day (8 hours per day)
Brian Bourns	\$1,600 per day (8 hours per day)
Kim Elliott	\$1,600 per day (8 hours per day)
Paul Gross	\$1,600 per day (8 hours per day)
Derek McKee	\$1,600 per day (8 hours per day)
Senior Consultant	\$ 700 per day (8 hours per day)

EXPENSES:

The above noted daily rates shall be inclusive of all costs (including all overhead and out of pocket costs such as local travel, office space, copying, and printing) with the exception of travel expenses.

Travel expenses shall be reimbursed in accordance with the Schedule of Reimbursable Travel Expenses (Management – Group II) attached.

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

Monthly, in arrears, for the satisfactory services provided.

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ 165,000 inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed including the calculation of applicable GST, payable by the Province, and shown as a separate line item.
2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
5. The Contractor shall not commit the Province to any financial liability.
6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.