

# **Operating Agreement For Public Transportation Services**

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**West Vancouver Transit**

OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

CONTRACT No. CW2247369

**OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES**

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**SCHEDULES**

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**OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES**

**THIS AGREEMENT** made as of the 31<sup>st</sup> day of December, 2021 notwithstanding the date of execution.

BETWEEN: **THE SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY**

a corporation created by the South Coast British Columbia Transportation Authority Act of the Province of British Columbia having its offices at 400-287 Nelson's Court, New Westminster, British Columbia ("TransLink")

AND:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**

a municipal government having its offices at 750 – 17<sup>th</sup> Street, West Vancouver, British Columbia (the "Service Provider")

- A. WHEREAS** TransLink is responsible for the regional transportation system in the Transportation Service Region, and is authorized to contract for the provision of Public Transportation Services;
- B. WHEREAS** the Service Provider has the expertise to operate and manage a Public Transportation Service and will operate, manage and maintain a Public Transportation Service in an effective and economical manner on the terms and conditions set out in this Agreement; and
- C. WHEREAS** the parties desire the customers within the Transportation Service Region to receive an integrated and seamless customer experience throughout the Transportation Service Region.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

**1.0 DEFINITION OF TERMS**

- 1.1 In this Agreement, unless the context requires a different meaning, the following terms are defined as:

**2015 Operating Agreement** means an operating agreement between TransLink and the Service Provider made as of the 1<sup>st</sup> day of January 2015, as amended and extended from time to time.

**Additional Participant** means a person who is:

- (i) a dependent of a full-time employee actively employed by the Service Provider who is not subject to a Collective Agreement where the dependant received an Additional Participant Compass Card from the Service Provider prior to the date of this Agreement, limited to one such dependent of such full-time employee and after the Effective Date of the Employee Pass Program

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Agreement, two such dependents;

- (ii) a retired employee of the Service Provider where such retired employee is eligible for Additional Participant Compass Card Benefits under a Collective Agreement or a retired employee who is not subject to a Collective Agreement who received an Additional Compass Card from the Service Provider prior to the date of this Agreement; or
- (iii) the spouse or a dependent child of an employee eligible under (ii) above or under subsection (ii) of the definition of "Eligible Participant" in the Employee Pass Program Agreement where the spouse or dependent child is eligible for Additional Compass Card Benefits under a Collective Agreement, limited to one such dependent child, or the spouse or dependent child of a retired employee who is not subject to a Collective Agreement who received an Additional Compass Card from the Service Provider prior to the date of this Agreement, and after the effective date of the Employee Pass Program agreement, two such persons;

and who has been designated and approved by TransLink as eligible for Additional Compass Card Benefits, who is or (for the purposes of (ii) above) was a member (or spouse or dependent of a member as set out in (i) or (iii) above) of the department of the Service Provider providing transit services to TransLink on behalf of the Service Provider, but for greater certainty excluding contractors and service providers of the Service Provider.

**Additional Participant Compass Card** means a Compass Card, the use of which is subject to the Tariff and the Compass Card Terms and Conditions of Use, personalized with a Benefit Holder's name, photograph and pre-set by TransLink with Additional Participant Compass Card Benefits.

**Additional Participant Compass Card Benefits** means, during the period of an Additional Participant's period of eligibility for Additional Participant Compass Card Benefits as set out this Agreement, the services listed below, used in accordance with and subject to the conditions stipulated in the Tariff and the Compass Card Terms and Conditions of Use, including the following:

- (i) transportation on Conventional Transit,
- (ii) transportation on West Coast Express service,
- (iii) transportation on the SkyTrain Canada Line between Bridgeport and Templeton Stations, and
- (iv) and travel on HandyDART if the Benefit Holder is an Eligible HandyDART User.

**Benefit Holder** means an Additional Participant who receives Additional Participant Compass Card Benefits.

**Business Day** means any day on which TransLink's head office is open for business.

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**Charter Service** means a service provided to a third party as set out in Section 4.0 to meet a specific need not met by the Contracted Routes.

**Collective Agreement** means a collective agreement between the Service Provider and a union or other employees' association certified to represent employees of the Service Provider.

**Community Shuttle** means community oriented Public Transportation Services provided on the Contracted Routes utilizing Vehicles that are smaller than the conventional 40-foot buses.

**Compass Card** means the long-term-use fare media product issued by TransLink in the form of an "electronic farecard" as part of TransLink's electronic fare media program known as Compass.

**Compass Card Terms and Conditions of Use** means the Compass Card Terms and Conditions of Use as amended from time to time by TransLink in its absolute discretion, a copy of which will be made available on TransLink's website at [www.translink.ca](http://www.translink.ca).

**Contracted Routes** means the routes on which "Blue Bus" and Community Shuttle services are provided by the Service Provider listed in section 1 of Schedule A, as the same may be amended from time to time.

**Conventional Transit** has the meaning ascribed to that term in the Tariff.

**Custom Transit Services** means public transportation services for persons unable to use conventional transit services.

**Direct Costs** means the sum of Fixed Costs, Variable Distance Costs, Maintenance Costs and Variable Hourly Costs actually incurred to deliver the Services in accordance with the Service Specifications.

**Eligible HandyDART User** has the meaning ascribed to that term in the Tariff.

**Environmental Laws** means any statute, law, regulation, bylaw, permit or other lawful requirement regulating, prohibiting or controlling any pollutants, contaminants, hazardous, corrosive or toxic substances, hazardous waste or waste or substances of any other kind relating in any way to the environment.

**Employee Pass Program Agreement** means the employee pass program agreement between TransLink and the Service Provider dated \_\_\_\_\_, 2021, under which the Service Provider is referred to as the Operating Company and pursuant to which TransLink has agreed to offer Employee Pass Compass Cards to certain Eligible Participants (as defined in the Employee Pass Program Agreement) of the Service Provider under the terms and conditions set out therein.

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**Fixed Costs** means items of cost incurred by the Service Provider that may be reasonably and conveniently identified with overall Service but which cannot be directly assigned to Variable Distance Costs, Maintenance Costs or Variable Hourly Costs. Fixed Costs exclude items that are normally capitalized but include charges for appropriate depreciation of capital assets.

**Government Approval** means any approval, authorization, certification, consent, exception, filing, lease, license, permit, registration or ruling, required by or with any Governmental Authority in order to perform the Service Provider's obligations under this Agreement.

**Government Authority** means any domestic, national, federal, provincial, territorial, regional, municipal or local government authority, quasi-government authority, court, government or self-regulatory organization, commission, board, tribunal, organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction in any way over any aspect of the performance of the Services under this Agreement.

**HandyDART** has the meaning ascribed to that term in the Tariff.

**Key Performance Indicators** has the meaning ascribed to that term in Schedule F to this Agreement.

**Key Performance Indicator Reports** has the meaning ascribed to that term in Schedule F to this Agreement.

**Maintenance Costs** means reasonable costs for parts, materials and labour charged by a subcontracted service provider and incurred by the Service Provider for the maintenance and repair of the Vehicles.

**Major Operational Change** means any change or an accumulation of individual Minor Operational Changes that would require an amendment to the Contracted Routes, Service Hours and/or Service Kilometres set out in Schedule A or the permanent assignment of additional Revenue Vehicles, and may include, but is not limited to, changes to routing, headways, Scheduled Service Hours, connections, stopping policy, or the addition or deletion of trips.

**Maximum Annual Amount** means the maximum amounts set out in Schedule B payable by TransLink to the Service Provider for the specified categories of expenses for Services actually provided under this Agreement in the applicable year.

**Maximum Revenue Hours** means the maximum number of Revenue Hours that can be reimbursed in the applicable year as set out in Schedule A.

**Minor Operational Change** means any change that does not require the permanent assignment of additional Revenue Vehicles or an amendment to Service Specifications, such as temporary changes, running time adjustments and minor headway adjustments.

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**Non-Revenue Hours** means all hours of use of Revenue Vehicles other than Revenue Hours, and includes the time required to maintain Vehicles, train operators, drive Vehicles between the operating centre and the start or finish of routes ("deadheading"), and the time required for each operator to begin work and Vehicle preparation or lay-up time, but does not include hours of use when providing Charter Service.

**Non-Revenue Kilometres** means all kilometres travelled by Revenue Vehicles other than Revenue Kilometres, and includes the distance travelled in order to maintain Vehicles, train operators, and drive Vehicles between the operating centre and the start or finish of routes ("deadheading"), but does not include the distance travelled when providing Charter Service;

**Non-Revenue Vehicle** means a Vehicle used in the performance of the Services under this Agreement, other than a Revenue Vehicle.

**Operational Plan** means a detailed plan for the allocation of manpower, equipment, and other resources for the implementation of the Service Specifications, including a Transit Stop plan, detailed schedules and work assignments, vehicle allocation, and a detailed budget.

**Physical Assets** means land, buildings, guideways, equipment or other physical assets of a material nature, but not including Vehicles, which, for accounting purposes, are considered to contribute to delivery of the Services for a period exceeding one year.

**Public Transportation Service** means a service operated by or on behalf of TransLink for the transportation of passengers and goods by any means, and with respect to the Service Provider means the transportation of passengers and goods by conventional "Blue Bus", Community Shuttle, Charter Services and Special Services, but excludes for the purpose of this Agreement, Custom Transit Services.

**Revenue Hours** means the hours during which Revenue Vehicles are providing Public Transportation Service during the Scheduled Service Hours, plus any additional hours required or authorized by TransLink from time to time.

**Revenue Kilometres** means the distance in kilometres that Revenue Vehicles travel when providing Public Transportation Service during the Scheduled Service Hours, plus any additional kilometres required or authorized by TransLink from time to time.

**Revenue Vehicle** means any Vehicle used by the Service Provider on the Contracted Routes for the carriage of passengers, and specifically excludes service vehicles and other vehicles not carrying passengers.

**Scheduled Service Hours** means those days and times as specified in the public timetables issued for each Contracted Route or as otherwise communicated by TransLink to the Service Provider during which the Service Provider will provide Public Transportation Services.

**Service Area:** means the Contracted Routes described in the Schedule A.

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**Service Design** means the analysis of ridership, schedules, fleet type and transit engineering needed to ensure the Service Plan operates as efficiently and effectively as required.

**Service Hours** means the maximum hours indicated on Schedule A.

**Service Kilometres** means the maximum kilometres indicated on Schedule A.

**Service Plan** means TransLink's plan for the provision of Public Transportation Services in the Service Area that is developed based on TransLink's long range plans, service guidelines and standards, budget availability and Service Design, including, without limiting the generality of the foregoing, identification of activity centres, patterns of movement, transit routes, levels of service, estimates of passenger revenues and expenses, vehicle requirements, and a preliminary budget.

**Service Revenues** means all revenues from the delivery of Services under this Agreement, including but not limited to revenue from the fare box, advertising contracts, Charter Services, Special Services and any other revenues accruing from the delivery of the Services under this Agreement.

**Service Specifications** means the route, stopping procedures, fleet type, frequency, Scheduled Service Hours, other schedule guidelines and other service attributes as established by TransLink from time to time for each of the Contracted Routes.

**Services** means all services to be provided by the Service Provider under this Agreement and without limiting the generality of the foregoing, includes for greater certainty, Charter Services and Special Services.

**Special Service** means a Public Transportation Service to a specific destination that operates with TransLink's approval.

**Statutory Holidays** means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and/or any other days gazetted as Statutory Holidays.

**Tariff** means the South Coast British Columbia Transportation Authority Transit Tariff, as amended from time to time by TransLink in its absolute discretion.

**Term** means the period set out in section 2.0 of this Agreement and includes the extension thereof in accordance with section 2.2.

**Transit Advertising Agreement** means any agreement(s) between TransLink and its fleets and facilities advertising and media contractor(s), entered into or amended either before or after the date of this Agreement.

**Transit Stop** means any location, structure and any ancillary facilities thereto owned by

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TransLink, including but not limited to garbage and recycling facilities and advertising facilities owned by TransLink, where passengers board or alight from Revenue Vehicles.

**TransLink Assets** means those assets that are owned, leased, or licensed by TransLink or a TransLink Entity, whether in existence at the date of this Agreement or acquired by TransLink at any time during the Term and used by the Service Provider in order to provide the Services, including, but not limited to:

- (i) Vehicles;
- (ii) any computer hardware, computer software, modems, wireless communications equipment, fare collection, fare validation or passenger counting devices, radio base stations, wireless equipment and any other equipment or accessories related to fare media programs, including the Compass Card Program, and communications equipment installed on the Vehicles and in the West Vancouver Transit Centre, whether provided by TransLink directly or purchased with funds provided by TransLink;
- (iii) West Vancouver Transit Centre; and
- (iv) all other equipment and accessories installed on the Vehicles or located at the West Vancouver Transit Centre, including without limitation, bus bike racks.

**TransLink Entity or TransLink Entities** means Coast Mountain Bus Company Ltd., British Columbia Rapid Transit Company Ltd., TransLink Security Management Ltd. and West Coast Express Ltd.

**Transportation Service Region** means the transportation service region as defined in section 1(1) of the *South Coast British Columbia Transportation Authority Act*.

**Variable Distance Costs** means the fuel and tire costs incurred by the Service Provider with respect to operation of the Vehicles pursuant to this Agreement.

**Variable Hourly Costs** means the costs incurred by the Service Provider on account of wages, benefits and similar expenses for drivers to operate the Vehicles.

**Vehicles** means all motor vehicles used to deliver the Services under this Agreement, including without limitation those vehicles identified in Schedule D, as amended from time to time in TransLink's sole discretion.

1.2 The provisions of the following Schedules attached to this Agreement form an integral part of this Agreement, and the Schedules, including any amendments thereto are hereby incorporated into this Agreement as a part hereof:

- Schedule A: Contracted Routes, Service Hours and Service Kilometres
- Schedule B: Maximum Annual Amount
- Schedule C: Insurance
- Schedule D: Vehicles
- Schedule E: Financial Reports
- Schedule F: Key Performance Indicators

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Schedule G: Maintenance  
Attachment 1  
Attachment 2  
Schedule H: Charter Order Form

## **2.0 TERM AND EXTENSION**

2.1 The Term of the Agreement shall be from the date of this Agreement to December 31st, 2021, unless otherwise terminated pursuant to the provisions of this Agreement.

2.2 TransLink shall have the right to extend the Term of this Agreement for one additional two year period from January 1st, 2022 to December 31st, 2023. TransLink shall notify the Service Provider of its intention to extend the Term no later than October 31st, 2021.

2.3 Should TransLink exercise its right to extend the Term, TransLink shall provide to the Service Provider the proposed Service Hours and Service Kilometres for the term of the extension, and the proposed Maximum Annual Amount, with the intent that the parties finalize the Service Hours, Service Kilometres and Maximum Annual Amount no later than December 1<sup>st</sup>, 2021 and any necessary amendments to Schedules A and B hereto will be agreed in writing no later than December 31, 2021.

2.4 The parties acknowledge that notwithstanding the expiry of the term of the 2015 Operating Agreement, that the terms and conditions of the 2015 Operating Agreement Services apply to Public Transportation Services provided by Service Provider from the expiry of the term of the 2015 Operating Agreement to the date of this Agreement.

## **3.0 PUBLIC TRANSPORTATION SERVICES**

3.1 The parties acknowledge and agree that TransLink is accountable for the planning, financing and management of Public Transportation Services throughout the Transportation Service Region. To this end, TransLink and other TransLink Entities conduct short-, medium-, and long-term planning in order to deliver Public Transportation Services in an integrated, efficient, sustainable and cost-effective manner. TransLink may, in the course of planning, develop a Service Plan and make changes to Service Specifications to align with the Service Plan or other goals and objectives related to Public Transportation Services.

3.2 TransLink and other TransLink Entities will, from time to time, undertake Service Design or conduct reviews of the Public Transportation Services delivered by the Service Provider, including, but not limited to:

- (a) the type, design, quantity, and distribution of Public Transportation Services;
- (b) system performance;
- (c) transit engineering

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- (d) operating and capital budgets;
- (e) fleet type, consistency, efficiency and quantity; and
- (f) route and schedule optimization, including routes, frequency, timetables and equipment;

and, as a result of Service Design or such reviews, may determine that changes to Service Specifications may be required.

3.3 TransLink or other TransLink Entities, as applicable, will, in its sole discretion, engage the parties necessary for Service Design review or for developing changes to Service Specifications, including but not limited to the Service Provider. The Service Provider will, if requested:

- (a) provide input with respect to Service Design process and Service Specifications, including assessing the feasibility of, and determining the cost of, any changes to Service Specifications;
- (b) prepare Operational Plans in accordance with Service Specifications and Service Design;
- (c) provide any requested changes to the Maximum Annual Amount set out in Schedule B in the format specified by TransLink, at least 30 days prior to the implementation of changes to Service Specifications; and
- (d) implement such operational changes as are necessary to implement the revised Service Specifications within the timelines specified.

3.4 In addition to the reviews conducted under section 3.2, TransLink may determine from time to time in its sole discretion but subject always to section 3.7 that a Major Operational Change is required. In the event that TransLink determines a Major Operational Change is required, the process set out in section 3.3(a) to (d) will apply, with “Major Operational Change” substituted for “Service Design” and “Service Specifications” in section 3.3(a) to (c).

3.5 TransLink will advise the Service Provider of Service Specification changes ninety (90) days before the effective date of the changes, or such other time as mutually agreed.

3.6 The Service Provider may propose to TransLink periodic Service Specification changes within the limits of the applicable Maximum Annual Amount in Schedule B. TransLink may, in its sole discretion accept or reject the proposed Service Specification changes.

3.7 Notwithstanding anything in this Agreement that might imply the contrary, TransLink will not without first consulting the Service Provider seek to change any Service Specifications with respect to the Service Area or establish any new Service Specifications with respect to the Service Area that would result in a Major Operational Change or would increase the Service Provider’s Direct Costs such that they would exceed the Maximum Annual Amount set out in the Schedule B then in effect.

3.8 In the event that TransLink proposes any changes to the Service Specifications contemplated in section 3.7, and TransLink and the Service Provider are unable to reach an agreement with respect

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to such changes proposed by TransLink within 60 days of the Service Provider first being consulted under section 3.7 (including any change to the Service Hours, Service Kilometres or the Maximum Annual Amount), the Service Provider shall not be required to implement the revised Service Specifications but TransLink shall then have the right in its sole discretion to engage another party to provide the Public Transportation Services necessary to deliver the Service Specification changes.

3.9 TransLink and the Service Provider will meet quarterly throughout the Term, at the times and locations as agreed by the parties acting reasonably, to discuss operational issues related to the performance of the Services and the administration of this Agreement.

#### **4.0 DELIVERY OF SERVICES**

4.1 The Service Provider shall provide all Services, and, subject to section 6, Vehicles necessary to deliver the Services in accordance with the Service Specifications and as set out in this Agreement. Without in any way limiting the generality the foregoing, the Service Provider shall:

- (a) provide Public Transportation Services on the Contracted Routes in compliance with the Service Specifications, as established by TransLink from time to time in accordance with this Agreement and provided to the Service Provider by TransLink in writing, and in compliance with the Service Hours and Service Kilometres set out in Schedule A;
- (b) cooperate with TransLink, its operating subsidiaries and other service providers with respect to the delivery of Public Transportation Services within the Transportation Service Region to ensure that passengers are transported seamlessly to or from the Service Area;
- (c) operate the Contracted Routes during the Scheduled Service Hours and in accordance with the Service Specifications and the route maps and schedules for the Contracted Routes;
- (d) provide trained, competent, uniformed, and licensed drivers to operate the Vehicles with due care and diligence, and to use every reasonable precaution to prevent injuries to customers, or loss or damage to any Vehicle because of fire, theft, collision, or damage to property or third persons;
- (e) negotiate all labour and service contracts of employees and approved consultants and contractors of the Service Provider;
- (f) subject to the Maximum Annual Amount in Schedule B, make any necessary Minor Operational Changes based on its review of its operations and effectiveness or as the result of the Service Design process set out in section 3.0, and operate such extra Revenue Vehicles on overload trips as passenger demand or TransLink policy may warrant, provided that the Service Provider notify TransLink immediately of any operation of extra Revenue Vehicles;
- (g) install and maintain in good repair, and produce where replacements are necessary, all Transit Stop signs in accordance with applicable municipal bylaws and TransLink's regional wayfinding standards;

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- (h) subject to municipal bylaws, maintain Transit Stops in accordance with TransLink's overall Transit Stop standards, including, without limitation, any requests for making services accessible to Vehicles equipped with wheelchair lifts, ramps, or "low-floor" technology. To the extent of any absence of a standard in TransLink's overall Transit stop standard, West Vancouver municipal standards will apply;
- (i) ensure that all enquiries, comments, suggestions or complaints from the public concerning the delivery or operation of Public Transportation Services are reported to TransLink Customer Information. In the event that the Service Provider deems it necessary to deal with a significant complaint urgently and directly in order to resolve an immediate concern, the Service Provider will forward any complaints and a description of the action taken and any outstanding action required within one business day of receipt;
- (j) maintain, manage, process and keep secure all lost property found by an employee or other person. Lost property shall be retained during the month in which it is turned in and for the following calendar month (the "Retention Period"). The Service Provider shall keep a log of all items so found that includes a record of the date the lost property was turned in, the date the lost property was claimed and the name of the person claiming it, if claimed, and if not claimed by the end of the Retention Period, a record of the disposition of the lost property;
- (k) provide to TransLink all information necessary for TransLink to publish route maps, schedules and real-time customer information for the Contracted Routes that TransLink deems necessary. For greater certainty, nothing herein limits the Service Provider's ability to publish route maps, schedules and real-time customer information for the Contracted Routes;
- (l) distribute, post, display, install or otherwise make available in the manner directed by TransLink, information published by TransLink with respect to Public Transportation Services as soon as practicable in manner that ensures the customers receive an integrated and seamless customer experience throughout the Transportation Service Region. Such information may include, but is not limited to fare media information, schedules, route information, transit area maps, brochures, passenger notices for Special Services, and posters in relation to Public Transportation Services in the Transportation Service Region;
- (m) comply at all times with the terms of TransLink's operating policies related to the delivery of the Services and the Tariff, all of which may be amended from time to time, in TransLink's sole discretion. TransLink will notify the Service Provider in advance of any changes to TransLink's operating policies related to the delivery of the Services or the Tariff that may affect the Service Provider;
- (n) ensure that its employees, agents, contractors, and others doing business with the Service Provider shall comply with the policies mutually agreed to by the parties;
- (o) comply with all applicable laws, statutes, regulations, by-laws, and directions of any Government Authority and obtain all required Government Approvals in connection with the performance of its obligations under this Agreement; and

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(p) maintain WorkSafeBC insurance for its employees and comply with all requirements of the Workers' Compensation Board and provide evidence thereof in order to fully protect both its employees and TransLink, as may be required by the law during the Term of this Agreement.

4.2 TransLink will have the right to direct, in writing, that the Service Provider provide Service Hours above or below the number of Service Hours specified in Schedule A, and the Service Provider will, subject to the provisions of section 5.7, provide the revised number of Service Hours as directed.

4.3 The Service Provider agrees to provide Charter Services as required or otherwise approved by TransLink, provided that the operation of these services does not interrupt the delivery of Public Transportation Service on the Contracted Routes in accordance with the Service Specifications. TransLink reserves the right, in its absolute discretion, to refuse approval for a Charter Service. The costs incurred in the delivery of Charter Services are subject to, and must be included in, the Maximum Annual Amount set out in Schedule B. All Charter Services must be:

- (a) provided under the terms of a written agreement that include the terms and conditions set out in the Transit Tariff, and be provided at the rates, charges and cancellation fees set out therein. In addition, the terms of a Charter Service agreement must specify that neither TransLink nor the Service Provider will be liable for any delay or failure in service of any kind caused by an Act of God, fire, labour dispute, by accident, breakdown, condition of road or weather, or any circumstance not caused by specific negligence on the part of the Service Provider; and
- (b) described on a Charter Order generally of the form shown in Schedule H. The Service Provider may require payment in advance of a damage deposit and the amount chargeable for the service.

4.4 The Service Provider may provide Special Services as required or otherwise approved by TransLink, provided that the operation of these services does not interrupt the delivery of the Services in accordance with the Service Specifications. The costs incurred in the delivery of Special Services are subject to, and must be included in, the Maximum Annual Amount set out in Schedule B. Special Services will be provided on the terms and conditions set out in the Tariff.

4.5 The Service Provider may, subject to the prior written consent of TransLink, acting reasonably, engage contractors or consultants as may be necessary to deliver any Services, provided that the provision of such Services through contractors or consultants does not conflict with a Collective Agreement with respect to the provision of Public Transportation Services.

4.6 The Service Provider will be responsible for fuel, service, repair, maintenance and security of all Vehicles and TransLink Assets, without limiting the generality of the foregoing, will:

- (a) maintain and keep current a valid Motor Vehicle Inspection Facility Designation Licence, and ensure that all service, repair and maintenance of Vehicles is performed in the licensed Facility. The Service Provider will provide copies of current licence documentation and any subsequent changes to TransLink;
- (b) provide to TransLink for its approval an annual maintenance plan that will ensure that the

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Vehicles and TransLink Assets are maintained in a clean, safe, dependable condition and in accordance with the maintenance standards contained in Schedule G. At a minimum, the plan will ensure that the safety, structural integrity, weatherproofing, and operating requirements of the Vehicles and the TransLink Assets are maintained; that the Vehicles are maintained in compliance with the British Columbia *Motor Vehicle Act* and Regulations, including the Commercial Vehicle Inspection Program, and any Environmental Laws, and that the Vehicles and the TransLink Assets are protected from undue deterioration and the effects of weather;

- (c) maintain a Vehicle Pre-trip and Daily Report Card in the form set out in Attachment 1 to Schedule G in Revenue Vehicles and ensure vehicle defects are reported and corrective action is promptly taken to repair defects;
- (d) submit the Vehicles for inspections as required pursuant to the provisions of the *Motor Vehicle Act*.

4.7 The Service Provider will maintain the West Vancouver Transit Centre and operate it in a manner that complies with all of TransLink's policies, rules, systems and procedures as are in force from time to time applicable to the maintenance, operation and security of the West Vancouver Transit Centre. TransLink reserves the right to change the provisions of any of these policies at any time.

4.8 TransLink will be responsible for liaising with and entering into any agreements, to the extent that TransLink considers it necessary in its sole discretion, relating to traffic control and priority measures on municipal roads, the Major Road Network and provincial highways with respect to the delivery of the Services.

4.9 TransLink will provide to the Service Provider in print and/or electronic format maps, schedules, and other customer information.

4.10 TransLink will have the right to conduct customer surveys and otherwise collect data from customers using the Services provided under this Agreement, including through TransLink authorized persons periodically boarding Revenue Vehicles or entering fare paid zones to conduct such survey or to collect data. The Service Provider will allow TransLink authorized persons to board Revenue Vehicles or to enter fare paid zones for these purposes.

## **5.0 REVENUE COLLECTION, FINANCIAL REPORTING AND PAYMENT**

5.1 The Service Provider shall collect from each passenger provided Services under this Agreement the applicable fare as set out in the Tariff. All fare revenue is the property of TransLink.

5.2 The Service Provider must keep each fare box and the cash and fare media collected secure and available for pick up by TransLink from the West Vancouver Transit Centre Monday to Friday each week during the Term, excluding Statutory Holidays.

5.3 The Service Provider shall:

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- (a) Maintain such records as are necessary to provide the reports in the format and with the content as set out in Schedule E, segregated by Contracted Routes, Charter Services and, if requested, Special Services;
- (b) Provide TransLink, with the content and in the format specified in Schedule E:
  - (i) a preliminary monthly financial statement and a general ledger transactions report for the month within three (3) Business Days of the end of each month; and
  - (ii) a quarterly financial statement and quarterly invoice by the 15<sup>th</sup> day (or the next Business Day if the 15<sup>th</sup> day is not a Business Day) of the month immediately following the end of each calendar quarter, along with a general ledger transactions report for that quarter;
- (c) produce an annual statement dated December 31st each year duly certified by auditors for the District of West Vancouver; and
- (d) Submit to TransLink annually no later than one hundred twenty (120) days after December 31<sup>st</sup> in each year of this Agreement end, an audited financial statement for the Services duly certified by a Chartered Accountant.

5.4 TransLink will reimburse the Service Provider for all Direct Costs incurred by the Service Provider on account of all Services provided under this Agreement up to the Maximum Annual Amount set out in Schedule B as the same may be amended from time to time pursuant to this Agreement. TransLink will not be obligated to pay any amount in excess of the Maximum Annual Amount in Schedule B unless TransLink has approved such amount in writing in advance, and in the event of any such approval, the Maximum Annual Amount will be automatically amended to reflect the approved Maximum Annual Amount. TransLink will pay the Maximum Annual Amount on an as-incurred basis, on the terms and conditions set out in this section 5.0.

5.5 TransLink will pay the Service Provider for the Services as follows:

- (a) TransLink will pay monthly during the Term advances equal to 1/12<sup>th</sup> of the Maximum Annual Amount as set out in Schedule B. The monthly advance will be paid by direct wire transfer on the 10<sup>th</sup> day of the following month (on the preceding business/working day if the 10<sup>th</sup> falls on a Statutory Holiday or weekend);
- (b) TransLink will reconcile the Direct Costs actually incurred in a quarter as set out in a quarterly financial statement delivered under section 5.3(b) with the monthly advances paid, and any amount paid by way of monthly advances that is in excess of the Direct Costs actually incurred in the quarter will be applied as a credit against the next monthly advance (or as many subsequent monthly advances as required). Any shortfall in the amounts paid by way of monthly advances as against of the Direct Costs actually incurred will be paid to the Service Provider at the same time as, and in addition to, the next monthly advance; and

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(c) Revenues from the sale of Charter Services and Special Services in a month and retained by the Service Provider will be applied as a deduction from the Direct Costs actually incurred in that month for the Services, with the intent that TransLink will be required to reimburse the Service Provider only for any Direct Costs actually incurred in the performance of the Services in excess of any such revenues received.

5.6 If a statement provided under section 5.3(c) or (d) discloses that there is a discrepancy between that statement and the quarterly invoice or quarterly financial statement provided under section 5.3(b)(ii), TransLink will pay to the Service Provider any shortfall between the total amount actually paid in a quarter and the Direct Costs incurred by the Service Provider as set out in a statement provided under section 5.3(c) or (d) within sixty (60) days of the discrepancy being identified, up to the Maximum Annual Amount. If the amount advanced by TransLink during the calendar year exceeds the Direct Costs incurred by the Service Provider as set out in a statement provided under section 5.3(c) or (d), then Service Provider will return the excess to TransLink within thirty (30) days of the discrepancy being identified or credit it to the next payment period.

5.7 In the event that TransLink requests a change in Service Hours that either increases or decreases the total Service Hours in a year specified in Schedule A by 10% or more, then the Maximum Annual Amount will be adjusted as follows:

- (a) The Service Provider will meet with TransLink within 15 days of notification from TransLink of a request for a change in Service Hours and discuss any anticipated increases or decreases in Fixed Costs and Variable Hourly Costs, arising directly as a result of the adjustment, which the Service Provider, acting reasonably, considers necessary;
- (b) If the parties mutually agree, in writing, on the anticipated increases or decreases to the Fixed Costs and Variable Hourly Costs, then the Maximum Annual Amount will be amended accordingly from the effective date of the adjustment;
- (c) If the parties fail to mutually agree on the anticipated increases or decreases to the Fixed Costs and Variable Hourly Costs within 30 days of notification from TransLink, the parties will jointly bear the costs of a mutually acceptable third party to conduct a review of the Services by the Service Provider to identify areas where operational efficiencies may be achieved. If any such efficiencies are identified, the Service Provider will take commercially reasonable steps to put the efficiencies into effect as soon as practicable, and the Maximum Annual Amount will be adjusted to account for both the change in the Service Hours and the efficiencies identified by the third party. If such efficiencies are not identified, and the parties cannot agree on the increased or decreases to the Fixed Costs and Variable Hourly Costs, the Service Hours will not be amended.

5.8 In the event that TransLink requests, and the Service Provider approves, Major Operational Changes or other changes to Service Specifications that would have the effect of increasing the Service Provider's costs such that said costs would exceed the Maximum Annual Amount, then the Maximum Annual Amount will be adjusted upwards by the amount of said increase. This section 5.8 does not apply to increases in costs associated with changes in Service Hours, which said cost impacts are addressed under section 5.7.

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5.9 TransLink will have the right to audit the fares, controls, and records of the Service Provider as they pertain to the collection and handling of all revenue related to the provision of the Services. This audit will include TransLink authorized persons periodically boarding Revenue Vehicles or entering fare paid zones to conduct fare checks. The Service Provider will permit TransLink, at all reasonable times, to inspect all books of accounts and records with respect to the provision of the Services under this Agreement and allow TransLink authorized persons to board Revenue Vehicles or to enter fare paid zones to conduct fare checks.

5.10 In the case of failure by the Service Provider resulting from any cause to provide Service in accordance with the Service Specifications, TransLink will deduct from the Variable Hourly Costs reimbursement for the period the Service Specification was not delivered an amount equal to the Variable Hourly Costs that would have been incurred had the Service Specification been delivered. Notwithstanding the foregoing, reimbursement for Variable Hourly Costs relating to Revenue Hours shall not be reduced when the Service Provider is unable to reduce wages paid despite the non-delivery of a Service Specification, except in the event of the provision of alternative service by or on behalf of TransLink as set out in section 5.11.

5.11 Where the Service Provider fails for any cause to provide any Services in accordance with the Service Specifications, TransLink, in its sole discretion, may elect to provide such Services in place of the Service Provider. For greater certainty, if TransLink should elect to provide such Services in place of the Service Provider, the Service Provider will not be reimbursed any amounts on account of Direct Costs to the extent and for the duration that the Service Provider fails to provide such Services and TransLink will be entitled to make any necessary reconciliation in accordance with section 5.5(b).

## **6.0 LEASE OF VEHICLES AND TRANSLINK ASSETS**

6.1 TransLink hereby agrees to lease or sublease, as the case may be, to the Service Provider and the Service Provider hereby agrees to lease and/or sublease from TransLink the Vehicles and such of the TransLink Assets as TransLink shall designate, together with all accessories, additions, repairs and replacement parts affixed thereto, now or in the future.

6.2 Notwithstanding anything else in this Agreement, if TransLink leases any Vehicles or any of the TransLink Assets, TransLink will perform and observe the covenants on its part contained in the head lease, if any. The Service Provider will perform and observe the covenants on the part of TransLink to be performed or observed under the provisions of the head lease, if any, other than any financial obligations thereunder. In addition, notwithstanding anything else in this Agreement, if any item of the Vehicles or the TransLink Assets is the subject of a head lease and if for any reason such head lease is or will be terminated, then at the option of TransLink, the sublease by TransLink to the Service Provider of such item will terminate effective as of the date of the termination of such head lease or such earlier date as advised by TransLink in writing.

6.3 Title to and ownership of the Vehicles and other TransLink Assets, subject to the provisions of the head lease, if any, will at all times be and remain in the name of TransLink (or any of its subsidiaries) and the Service Provider will have no right of property therein, except the right to use the Vehicles and other TransLink Assets in accordance with the terms of this Agreement.

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6.4 The Service Provider shall use the Vehicles and other TransLink Assets only for the purpose of providing Services in accordance with this Agreement, unless otherwise authorized by TransLink in writing. The Service Provider will not permit or allow the use or operation of any Vehicle by any person, or in any way, or for any purpose, contrary to the provisions of the British Columbia *Motor Vehicle Act*, the *Insurance (Vehicle) Act* and any regulations pursuant thereto, or the *Criminal Code* of Canada. The Service Provider will not use or permit the use of the Vehicles or other TransLink Assets for pleasure or any other business not contemplated in this Agreement. The Service Provider will observe and adhere to the operating procedures and guidelines as issued by TransLink or any of its subsidiaries and which relate to the use of the Vehicles and/or the TransLink Assets.

6.5 The Service Provider acknowledges that it has inspected the Vehicles and other TransLink Assets and accepts the Vehicles and other TransLink Assets as being in a good state of repair, except to the extent that the Service Provider notifies TransLink in writing within ten (10) days of delivery (manufacturer's latent defects excluded) of each item comprising the Vehicles and other TransLink Assets. The Service Provider acknowledges that TransLink makes no warranties, either express or implied, as to any matter whatsoever, including without limiting the generality of the foregoing, the condition of the Vehicles and other TransLink Assets nor their merchantability nor their fitness for any particular purpose.

6.6 The Service Provider will cause the Vehicles and other TransLink Assets to be stored and maintained in the Service Area as directed by TransLink, acting reasonably, and the Service Provider will not remove the Vehicles and other TransLink Assets from the Service Area without the prior written consent of TransLink, which consent TransLink may unreasonably or arbitrarily withhold.

6.7 The Service Provider will directly pay all operating costs and other costs whatsoever of the Vehicles and other TransLink Assets, except as may be otherwise directed by TransLink, acting reasonably. For greater certainty, this section 6.7 does not affect in any way TransLink's obligations under this Agreement to reimburse the Service Provider for Direct Costs incurred by the Service Provider.

6.8 The Service Provider will, at all times, keep the Revenue Vehicles and other TransLink Assets free from all levies, liens and encumbrances whatsoever (other than those granted or permitted by TransLink, or resulting from TransLink's ownership of the Revenue Vehicles or TransLink Assets) and will pay all licence fees, registration fees and assessments, charges and taxes which may be now or hereafter imposed directly upon the ownership, leasing, rent, possession or use of the Revenue Vehicles and other TransLink Assets. If the Service Provider fails to pay any such levies, liens, encumbrances, assessments, charges or taxes, TransLink may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by the Royal Bank of Canada on the first day of each month, plus two (2%) percent per annum, will be due and payable by the Service Provider to TransLink forthwith upon demand. TransLink will have no obligation to pay any such levies, liens, encumbrances, assessments, charges or taxes and will not incur any liability to the Service Provider for any action or omission in the course of paying any such amounts.

6.9 All TransLink Assets and all other equipment provided by TransLink for the purposes of this

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Agreement shall remain the property of TransLink and must be properly maintained, protected and insured by the Service Provider and returned to TransLink in good operating condition (except as otherwise specifically set out in this Agreement) upon termination of this Agreement, ordinary wear and tear excepted.

6.10 TransLink will have the right to inspect the Vehicles and the TransLink Assets without prior notice at all reasonable times during the Term of this Agreement.

6.11 The Service Provider assumes and will bear the entire risk of loss or damage to the Vehicles and the TransLink Assets, except if the loss or damage to a Vehicle or other TransLink Asset is the result of a latent or patent defect in said Vehicle or other TransLink Asset, unless in the case of a patent defect, the Service Provider fails to immediately notify TransLink upon identifying such patent defect. No loss or damage to the Vehicles or the TransLink Assets or any part thereof will affect or impair any of the obligations of the Service Provider hereunder and this Agreement and the lease granted pursuant to this section 6.0 will continue in full force and effect notwithstanding such loss or damage to the Vehicles or the TransLink Assets. TransLink, at its sole discretion, may elect to either replace or repair the damaged Vehicles or TransLink Assets, and the Service Provider will comply with such direction.

## 7.0 BRANDING AND ADVERTISING

7.1 The parties acknowledge and agree the intent of this section 7.0 is to set out branding and advertising requirements that both retain the Service Provider's community heritage, while providing consistent Vehicle branding (livery) for a seamless and integrated experience for customers throughout the Transportation Service Region. The parties acknowledge that the Service Provider's sustainable community value proposition may be optimized through continued use of unique identifiers of the "Blue Bus" designation, while also adopting services and tools used in the Transportation Service Region such as TransLink's Transit Management and Communication System (TMAC).

7.2 In order to support the consistent branding (livery) of Vehicles, the Service Provider will, except as otherwise set out herein or expressly permitted by TransLink in writing, apply and maintain the approved TransLink pantone colour match and TransLink brands for all Vehicles used to deliver the Services, except as otherwise directed in writing by TransLink. The Service Provider acknowledges and agrees that TransLink is the owner of, and has all right, title and interest in the intellectual property rights in the TransLink brands applied to the Vehicles and nothing in this Agreement vests, transfers or otherwise provides any interest therein to the Service Provider.

7.3 The Service Provider may use the service brand (livery) identifiers of the "Blue Bus" designation on the front of Revenue Vehicles, including the approved pantone colour, the "crown" on the top of the Revenue Vehicles and the decal with the Service Provider's municipal logo together with "Operated by West Vancouver Transit" on the window immediately behind the front entrance doors as they exist on the date this Agreement commences, provided that the service brand (livery) identifiers shall not cause permanent modification or permanent damage to any part of the Revenue Vehicle. If the Service Provider applies the foregoing service brand (livery) identifiers, they will be entitled to remain in place despite other types of advertising placed on the Revenue Vehicle, including

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a full wrap. The Service Provider shall pay all costs of any nature whatsoever incurred in the provision, installation and maintenance of the “Blue Bus” service brand (livery) identifiers, and such costs will be included in the Maximum Annual Amount. In the event the Service Provider changes any of its service brand (livery) identifiers, it must first obtain the permission of TransLink before applying any change to a Revenue Vehicle.

7.4 The parties acknowledge and agree that consistent advertising is required to provide a seamless and integrated experience for customers throughout the Transportation Service Region. The Service Provider acknowledges that TransLink has the sole right to determine the terms and conditions with respect to advertising in and on the Vehicles, TransLink Assets, and Transit Stops and other locations owned or controlled by TransLink throughout the Transportation Service Region. The Service Provider agrees that TransLink does not require the Service Provider’s consent with respect to the content or placement of advertising on Vehicles or the TransLink Assets, and Transit Stops, and that it will comply at all times with directions given by TransLink in the administration of the Transit Advertising Agreement or otherwise, provided that signage and advertising will comply with municipal bylaws, and provided that the Service Provider shall not be obligated to do anything that would cause it to be in breach of its third party advertising contract. Without in any way limiting the generality of the foregoing, the Service Provider acknowledges and agrees that interior advertising space on Vehicles is TransLink contracted advertising space.

7.5 The parties acknowledge and agree that exterior bus advertising will be produced and applied to Vehicles by the TransLink’s advertising licensee. TransLink will ensure that the advertising licensee does not obscure service brand (livery) identifiers of the “Blue Bus” as set out in section 7.3.

7.6 The Service Provider will, without limiting the generality of section 7.4:

- (a) display, post or distribute or otherwise make available in or on Revenue Vehicles or other TransLink Assets in the manner directed by TransLink, advertising as directed by TransLink or its approved agents;
- (b) except to the extent permitted under section 7.7, not post any unauthorized advertising, community notices or customer messages in or on the exterior or the interior of the Vehicles and TransLink Assets, or permit the distribution of any unauthorized material by any person on a Vehicle or any solicitations of passengers in Revenue Vehicles for information or any other purpose, save and except as directed by TransLink or its approved agents or otherwise provided for in this Agreement. The Service provider will remove any unauthorized material found placed on the seats of Vehicles or made available on a “take one” basis;
- (c) provide reasonable access to Vehicles when not in use to the employees or agents of TransLink’s advertising licensee or other third party service providers for the purpose of installing, changing, or maintaining interior or exterior advertisements, provided that such employees or agents of TransLink’s advertising licensee or other third party service providers comply with security, safety and other protocols established by the Service Provider with respect to the Vehicles and the West Vancouver Transit Centre; and
- (d) provide notification to TransLink and/or its designates, of any Vehicle that will be required,

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for any reason, to be out of service for more than 72 hours.

7.7 TransLink will, as it determines in its sole discretion, provide to the Service Provider opportunities to access such portions of TransLink's 10% advertising space reserve available to it under the Transit Advertising Agreement to install on the terms and conditions as TransLink may require to promote key initiatives in the District of West Vancouver. The parties shall review advertising space reserve use events at the quarterly meetings between the Service Provider and TransLink as set out in section 3.9. The Service Provider will direct any requests for the use of advertising space for non-commercial purposes to TransLink's Manager Marketing for approval.

## **8.0 PERFORMANCE**

8.1 TransLink is committed to continuous improvement in the delivery of the Public Transportation System in the Transportation Service Region. To achieve this goal, TransLink will have the right to monitor and evaluate the provision of Services under this Agreement and to conduct audits of the Service Provider's delivery of the Services to ensure fulfilment of the Service Provider's obligations pursuant to this Agreement and applicable laws, rules, regulations, standards, policies and procedures. Such monitoring, audits and reviews may include, but are not limited to, periodic Vehicle boardings, review of the fare collection process, review of complaints/commendations log and all other reporting and recording systems, and conduct of a survey of passenger satisfaction, which may be conducted by a TransLink contractor, consultant or other designate.

8.2 TransLink and the Service Provider will work together to manage, review, evaluate and modify, as necessary, the Service Provider's overall performance in providing the Services in accordance with this Agreement including, without limitation, in accordance with the Key Performance Indicators set out in Schedule F to this Agreement.

8.3 Without in any way limiting the generality of sections 8.1 and 8.2, TransLink will conduct regular customer satisfaction surveys where the performance of the Service Provider will be rated on the following factors, and the Service Provider will endeavour to achieve a rating of good to excellent, with the specific numeric target as indicated with respect to those factors:

- (a) Overall Service = 8.0 out of 10 points
- (b) Safety on Board = 8.6 out of 10 points
- (c) Safety at Stop = 8.5 or higher out of 10 points
- (d) On-Time Performance = 8.0 or higher out of 10 points
- (e) Drivers Safety & Professionalism = 8.5 or higher out of 10 points.

8.4 The Service Provider will provide a written explanation of lost Service Hours and lost Service Kilometres monthly to TransLink.

8.5 Notwithstanding and without prejudice to TransLink's right to terminate this Agreement and any other rights TransLink may have, if the Service Provider fails to provide the Services, or any portion thereof, in accordance with the Service Specifications, TransLink may make such alternative

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arrangements (“Alternative Service Arrangements”) as it considers necessary to provide the Services in accordance with the Service Specifications, to the extent that they are not being provided by the Service Provider. In the event that TransLink makes any such alternate arrangements, TransLink will not be liable to reimburse the Service Provider for any costs incurred by it for Services, or portions thereof, that are subject to an Alternative Service Arrangement while such Alternative Service Arrangement is in place.

## **9.0 ENVIRONMENTAL LAWS AND POLICIES**

9.1 Without limiting the generality of section 4, the Service Provider will ensure that it operates and performs all of its obligations under this Agreement in strict compliance with all Environmental Laws. The Service Provider shall ensure that all of its staff members receive adequate training to prevent and respond promptly to violations of Environmental Laws in relation to their duties. The Service Provider must notify TransLink immediately regarding any actual or potential violation of Environmental Laws in relation to this Agreement of which the Service Provider becomes aware. TransLink will be entitled, but will not be required, to conduct audits of the Service Provider's operations for the purpose of ensuring compliance by the Service Provider with this section 9.0.

9.2 In addition to such other systems and requirements it may maintain and adhere to, the Service Provider will meet the requirements of the TransLink Environmental Management System (EMS) and adhere to TransLink's Environmental Policy and Emissions Policy.

9.3 The Service Provider will develop and maintain an Environmental Management System (EMS) that, at minimum (as exemplified by ISO 14001):

- a) Identifies the Service Provider's Environmental Aspects and Impacts;
- b) Sets Objectives and Targets to mitigate the Environmental Impacts;
- c) Reviews, and ensures compliance with, Legal and other requirements; and
- d) Implements programs and procedures as necessary, such as training, emergency planning, monitoring and measurement, non-conformance and corrective action, and waste management, to meet the requirements of the EMS.

9.4 The Service Provider must review the progress of the EMS semi-annually and conduct a legal compliance environmental review annually, in order to meet the reporting requirements of TransLink. The Service Provider must satisfy itself that the reviews are performed by qualified personnel and must state the environmental and professional qualifications of the person(s) performing these reviews. The EMS must be documented such that it is available for further review and auditing at the request of TransLink.

9.5 The Service Provider will maintain a log of all environmental incidents of which the Service Provider is or becomes aware, including, but not limited to, the time and date of the incident, location of the incident, nature of the incident, cause of the incident, actions taken to rectify the matter in question, and preventive actions designed to minimize the likelihood of recurrence of incidents of the same nature. Records of any communications with regulatory agencies in response to environmental incidents including, but not limited to, Dangerous Goods Incident Report (DGIR) numbers for incidents reported to the Provincial Emergency Program, follow-up reports submitted to regulatory agencies, and communications issued to the Service Provider by regulatory agencies.

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9.6 The Service Provider will ensure that all subcontractors retained by it (including, without limitation, vehicle maintenance contractors, waste disposal contractors, and spill responders) perform their services in an environmentally responsible manner and have all necessary permits.

## **10.0 INSURANCE AND INDEMNITY**

10.1 The Service Provider will maintain during the Term the insurance set out in Schedule C, and such other insurance as may be reasonably required by TransLink, and maintain in effect such employee benefits and insurance as required by law or Collective Agreement. If the Service Provider fails to comply with the insurance requirements, TransLink may obtain and maintain the required insurance coverage and deduct the cost thereof from any monies payable to the Service Provider.

10.2 TransLink will maintain during the Term the insurance set out in Schedule C.

10.3 The Service Provider shall report all claims with respect to the Services of which it has notice whether arising from an accident or otherwise, and whether covered by insurance or not, in accordance with the procedure specified by TransLink. In respect of any such claim, the Service Provider and all of its officers and employees shall provide to TransLink and, at its direction, to its insurers such information as may be available with respect to any such claim. No officer or employee of the Service Provider shall admit to any liability in respect of any such claim without the authorization of TransLink. TransLink shall, as required, report to the Service Provider with respect to all reported incidents arising on the Services and all claims settled and paid for during the preceding period.

10.4 The Service Provider hereby agrees to indemnify and save harmless TransLink, its subsidiaries, and their directors, officers, and employees from and against all fines, charges, claims, loss, damages, demands, complaints (including, without limitation, complaints pursuant to human rights legislation), actions (including, without limitation, wrongful dismissal actions), suits, liabilities and/or costs (including actual legal fees and disbursements), arising from or caused by any breach of contract (including without limitation fines and charges arising from a breach of section 6.4), errors, omissions or negligent acts or omissions of the Service Provider, its directors, officers, employees, agents and/or contractors or sub-contractors in relation to this Agreement including breach of applicable laws, unless such claim, loss, damage, demand, complaint, action, suit, liability and/or cost is the result of errors, omissions or negligent acts or omissions of TransLink, its subsidiaries, and their directors, officers, and employees.

## **11.0 TERMINATION AND AGREEMENT END**

11.1 TransLink retains the right to terminate this Agreement, in whole or in part, upon: breach by the Service Provider of any term or covenant hereof, including non-performance by the Service Provider, provided that the Service Provider has been given written notice of the breach or non-performance and fails to remedy that breach or non-performance within thirty (30) days after receipt of such written notice; or for convenience upon ninety (90) days prior written notice to Service Provider.

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11.2 In the event of any such termination, the Service Provider shall be entitled to no compensation except that the Service Provider will be entitled to be reimbursed for Services rendered up to the date of said termination.

11.3 The Service Provider will continue to provide all Services under this Agreement until the effective date of any termination, and will cooperate with TransLink to ensure a seamless transition from the Service Provider to a new service provider.

11.4 When this Agreement ends or is terminated, the Service Provider will return to TransLink or such other party as TransLink may direct, the Vehicles and the TransLink Assets, including without limitation, Vehicle maintenance records and insurance documentation. The Service Provider covenants that all Vehicles and TransLink Assets will be returned in good condition and repair, ordinary wear and tear resulting from the proper use of the Vehicles and TransLink Assets excepted. The Service Provider will ensure that all insurance coverage required under this Agreement is maintained until the Vehicles and the TransLink Assets are returned to TransLink, regardless of whether the return takes place before or after this Agreement ends or is terminated. The Service Provider will execute and deliver to TransLink any documents necessary to transfer all right, title and interest to the Vehicles and the TransLink Assets to TransLink.

## 12.0 SETTLEMENT OF DISPUTES

12.1 Any dispute, including any issue related to a breach or potential breach of contract, arising between parties to this Agreement will first be referred to the Director, Transit Services on behalf of TransLink, and the Transit Manager on behalf of the Service Provider for resolution.

12.2 In the event that the parties are unable to resolve a dispute referred under section 12.1 within 30 days of such referral, either party will be entitled to give the other written notice requesting arbitration. The parties will agree on the arbitrator or, failing agreement, the arbitrator will be appointed in accordance with the rules of the British Columbia International Commercial Arbitration Centre. Any arbitration will be held in the City of Vancouver and conducted pursuant to the rules of procedure of the British Columbia International Commercial Arbitration Centre and the British Columbia *Commercial Arbitration Act*. Each of TransLink and the Service Provider hereby irrevocably authorizes and instructs the arbitrator to determine the dispute in question without bias toward or against either party. The determination of the arbitrator will be conclusive and binding on TransLink and the Service Provider. Each of TransLink and the Service Provider will co-operate with the arbitrator fully and expeditiously. TransLink and the Service Provider will each pay one-half of the fees and expenses of the arbitrator.

## 13.0 CONFIDENTIALITY

13.1. Confidential Information means all information and materials provided to the Service Provider by or on behalf of TransLink, whether before or after the date of this Agreement, including all reports, analyses and graphs, personal information, and all potential policies, plans or objectives of TransLink of any nature and in any form whatsoever, and all negotiations relating to this Agreement, but does not include:

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- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Agreement by the Service Provider;
- (b) information that the Service Provider possessed before entering into discussions with TransLink in relation to this Agreement and the Services provided hereunder; or
- (c) information that is independently developed by the Service Provider without any involvement by TransLink; or
- (d) information that is required by law to be disclosed.

13.2 The Service Provider shall maintain a secret and confidential status at all times for any and all Confidential Information disclosed or made available to it by or on behalf of TransLink or its subsidiaries through the officers, employees or representatives of TransLink or its subsidiaries, including without limitation, consultants or service providers. The Service Provider shall be entitled to disclose the Confidential Information on a need to know basis only to its employees (the “Personnel”) and to no other third party, and shall cause the Personnel to maintain a secret and confidential status for the Confidential Information on terms no less stringent than those set out herein.

13.3 The Service Provider shall at all times protect the Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that the Service Provider uses for its confidential information that it does not wish disclosed to the public.

13.4. When this Agreement ends or is terminated, or earlier upon request of TransLink, the Service Provider must, as directed by TransLink, either return all copies of records containing any part of the Confidential Information to TransLink or permanently destroy all copies of records containing any part of the Confidential Information and deliver to TransLink written confirmation of such destruction from an officer of the Service Provider.

#### **14.0 COMPASS CARDS FOR ADDITIONAL PARTICIPANTS**

14.1 The provision of Employee Pass Compass Cards to Additional Participants shall be in accordance with, and both parties agree to be bound by, Articles 4-10 and Articles 12-14 of the Employee Pass Program Agreement, and any non-compliance with such provisions shall be deemed to be non-compliance with this Agreement, except that all references in such articles of the Employee Pass Program Agreement to:

- (a) “Eligible Participant(s)” shall be read as references to “Additional Participant(s)”;
- (b) “Employee Pass Compass Card(s)” shall be references to “Additional Participants Compass Card(s)”;
- (c) “Employee Pass Compass Card Benefits” shall be references to “Additional Participants Compass Card Benefits”; and
- (d) the “Operating Company” shall be references to the “Service Provider”;

for the purposes of this Agreement, and any capitalized words and expressions that are defined in the Employee Pass Program Agreement and used in Articles 4-10 and Articles 12-14 of the Employee

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Pass Program Agreement and not otherwise defined herein shall have the meanings given to them in the Employee Pass Program Agreement.

14.2 Except in respect to the number of Additional Participants entitled to an Additional Participant Compass Card, in which case the number established is in Sections 1.1(i) and 1.1(iii) of this Agreement will govern, in the event of any inconsistency or duplication between (a) this Agreement, as amended from time to time, and (b) the Employee Pass Program Agreement, the Tariff, or the Compass Card Terms and Conditions of Use, the Employee Pass Program Agreement, the Tariff or the Compass Card Terms and Conditions of Use, as applicable, will govern.

## 15.0 GENERAL

15.1 This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all earlier understandings, communications, representations and agreements, whether oral or in writing. Any term or condition contained in any report, invoice, claim, statement or other record submitted by the Service Provider and in conflict with the terms of this Agreement will be of no force and effect. The attached schedules are an integral part of this Agreement and are hereby incorporated into this Agreement as a part thereof. The parties may from time to time by agreement amend any of the schedules and such amended schedule.

15.2 This Agreement may be amended, in whole or in part, including the schedules attached, during the term of this Agreement only by mutual written consent of the parties. Amendments to schedules, when signed by both parties, shall be substituted for the previous schedule effective from the date set out in such amended schedule.

15.3 The parties each acknowledge and agree that they are each subject to the *Freedom of Information and Protection of Privacy Act* (the “FOIPP Act”), and that this Agreement and any records provided by a party may be disclosed under the FOIPP Act.

15.4 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.5 All notices, claims, and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible office of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

TransLink 400 – 287 Nelson’s Court New Westminster, British Columbia V3L 0E7 Attention: General Counsel and Corporate Secretary Email: Gigi.Chen-Kuo@translink.ca	Chief Administrative Officer District of West Vancouver 750 - 17th Street West Vancouver, British Columbia V7V 3T3 Attn: CAO Office Email: rbartlett@westvancouver.ca
With a copy to:	With a copy to:

OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
CONTRACT No. CW2247369

TransLink 400 – 287 Nelson’s Court New Westminster, British Columbia V3L 0E7 Attention: Director, Strategic Sourcing and Contracts Management Email: procurement@translink.ca	Transit Manager West Vancouver Transit 221 Lloyd Avenue North Vancouver, British Columbia V7P 3M2 Email: rstaschuk@westvancouver.ca
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Any notice given by mail shall be effective upon the actual receipt thereof. Any notice delivered personally shall be effective at the time it is delivered to the applicable address noted above either to the individual designated above or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices and communications shall be delivered personally or by email. Any notice sent by email is deemed to be received the date it is sent, and is only effective if it is acknowledged by the receiving party within 24 hours by return email to the email address of the party sending the notice, provided that if the 24 hour period ends on a non-Business Day, the 24 hour period will be suspended for the duration of the non-Business Day(s) and resume on the first day immediately following the last non-Business Day. A machine generated or other automated email response (including, but not limited to, a “read receipt”) is not effective acknowledgement for the purposes of this section. If an email notice is not acknowledged by the receiving party in accordance with the time periods set out above, the party giving notice must then give such notice in writing by another method in accordance with this section.

15.6 Failure to enforce a provision of this contract is not a waiver of that provision nor does it affect any right a party may have to enforce the provision or to consider the failure a breach of this contract. A waiver must be express and in writing before it has legal effect.

15.7 The Service Provider may not assign this Agreement or any part thereof without the prior written consent of TransLink, which may be arbitrarily withheld.

15.8 All obligations outstanding as at the date of termination and all obligations that by their nature require fulfilment after the date of termination shall survive the termination of this Agreement, including Sections 4.1(o), 5.2, 5.3, 5.6, 5.9, 5.11, 6.8, 6.11, 9, 10, 11 and 13.

15.9 The Service Provider acknowledges and agrees that it is not an agent or employee of TransLink, but that it is an independent Service Provider and that it has no authority to bind or attempt to bind TransLink in any way or to assume or incur any obligations or responsibility, express or implied, for or on behalf of, or in the name of, TransLink. The Agreement will not be interpreted so as to constitute the Service Provider a partner, joint venturer, beneficiary, agent, employee or representative of TransLink for any purpose whatsoever.

15.10 Nothing herein shall exempt TransLink from the application of any District of West Vancouver municipal bylaws with respect to advertising, signage, land, or any other matter.

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**IN WITNESS WHEREOF** the parties have caused their authorized signatories to execute this Agreement, effective the date first above written.

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY**

By its authorized signatory(ies)

*K. Quinn*

Name: Kevin Quinn  
Title: Chief Executive Officer

Name:  
Title:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**

By its authorized signatory(ies)

*R. Bartlett*

Name: Robert Bartlett  
Title: Chief Administrative Officer

*R. Staschuk*

Name: Rob Staschuk  
Title: Transit Manager

OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
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**SCHEDULE A**

**CONTRACTED ROUTES, SERVICE HOURS AND SERVICES KILOMETRES**

1. The Contracted Routes are those routes set out below, as the same may be described in the Service Specifications. The parties acknowledge and agree that the Contracted Routes may be amended from time to time.

214 Blueridge/ Phibbs Exchange  
215 Indian River/ Phibbs Exchange  
227 Lynn Valley Centre/ Phibbs Exchange  
250 Horseshoe Bay/ Dundarave/ Vancouver  
251 Queens/ Park Royal  
252 Inglewood/ Park Royal  
253 Caulfeild/ Vancouver/ Park Royal  
254 British Properties/ Park Royal/ Vancouver  
255 Dundarave/ Capilano University  
256 Folkestone Way/ Whitby Estates / Spuraway  
258 UBC/ West Vancouver  
262 Lions Bay/ Caulfeild

The Service Provider will provide the Services during the Service Hours and over the Service Kilometres set out in the tables below

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Service Hours

CONVENTIONAL & COMMUNITY SHUTTLE BUS 2020 MAXIMUM SERVICE HOURS												
	CONVENTIONAL (M-F)		COMMUNITY SHUTTLE(M-THU)		COMMUNITY SHUTTLE(FRIDAYS)		SATURDAY		SUNDAY & HOLIDAYS		TOTALS	
January	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Base Hours	22	7,902.40					4	1,099.24	5	1,082.45	31	10,084.09
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	22	322.74									22	322.74
<b>Conventional Total</b>	<b>22</b>	<b>8,339.34</b>					<b>4</b>	<b>1,099.24</b>	<b>5</b>	<b>1,082.45</b>	<b>31</b>	<b>10,521.03</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,558.67</b>	<b>5</b>	<b>774.80</b>	<b>4</b>	<b>500.04</b>	<b>5</b>	<b>563.10</b>	<b>31</b>	<b>4,396.61</b>
February	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	19	6,824.80					5	1,374.05	5	1,082.45	29	9,281.30
Schools(CONV)	19	108.49									19	108.49
UBC(CONV)	19	278.73									19	278.73
<b>Conventional Total</b>	<b>19</b>	<b>7,212.02</b>					<b>5</b>	<b>1,374.05</b>	<b>5</b>	<b>1,082.45</b>	<b>29</b>	<b>9,668.52</b>
<b>Community Shuttle</b>			<b>15</b>	<b>2,257.65</b>	<b>4</b>	<b>619.84</b>	<b>5</b>	<b>625.05</b>	<b>5</b>	<b>563.10</b>	<b>29</b>	<b>4,065.64</b>
March	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	22	7,902.40					4	1,099.24	5	1,082.45	31	10,084.09
Schools(CONV)	12	68.52									12	68.52
UBC(CONV)	11	161.37									11	161.37
<b>Conventional Total</b>	<b>22</b>	<b>8,132.29</b>					<b>4</b>	<b>1,099.24</b>	<b>5</b>	<b>1,082.45</b>	<b>31</b>	<b>10,333.98</b>
<b>Community Shuttle</b>			<b>18</b>	<b>2,709.18</b>	<b>4</b>	<b>619.84</b>	<b>4</b>	<b>500.04</b>	<b>5</b>	<b>563.10</b>	<b>31</b>	<b>4,392.16</b>
April	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,184.00					4	1,099.24	6	1,298.94	30	9,582.18
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	20	293.40									20	293.40
<b>Conventional Total</b>	<b>20</b>	<b>7,591.60</b>					<b>4</b>	<b>1,099.24</b>	<b>6</b>	<b>1,298.94</b>	<b>30</b>	<b>9,989.78</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,558.67</b>	<b>3</b>	<b>464.88</b>	<b>4</b>	<b>500.04</b>	<b>6</b>	<b>675.72</b>	<b>30</b>	<b>4,199.31</b>
May	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,184.00					5	1,374.05	6	1,298.94	31	9,856.99
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	15	220.05									15	220.05
<b>Conventional Total</b>	<b>20</b>	<b>7,518.25</b>					<b>5</b>	<b>1,374.05</b>	<b>6</b>	<b>1,298.94</b>	<b>31</b>	<b>10,191.24</b>
<b>Community Shuttle</b>			<b>15</b>	<b>2,257.65</b>	<b>5</b>	<b>774.80</b>	<b>5</b>	<b>625.05</b>	<b>6</b>	<b>675.72</b>	<b>31</b>	<b>4,333.22</b>
June	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	22	7,902.40					4	1,099.24	4	865.96	30	9,867.60
Schools(CONV)	19	108.49									19	108.49
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>22</b>	<b>8,010.89</b>					<b>4</b>	<b>1,099.24</b>	<b>4</b>	<b>865.96</b>	<b>30</b>	<b>9,976.09</b>
<b>Community Shuttle</b>			<b>18</b>	<b>2,709.18</b>	<b>4</b>	<b>619.84</b>	<b>4</b>	<b>500.04</b>	<b>4</b>	<b>450.48</b>	<b>30</b>	<b>4,279.54</b>
July	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	22	7,902.40					4	1,099.24	5	1,082.45	31	10,084.09
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>22</b>	<b>7,902.40</b>					<b>4</b>	<b>1,099.24</b>	<b>5</b>	<b>1,082.45</b>	<b>31</b>	<b>10,084.09</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,558.67</b>	<b>5</b>	<b>774.80</b>	<b>4</b>	<b>500.04</b>	<b>5</b>	<b>563.10</b>	<b>31</b>	<b>4,396.61</b>
August	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,184.00					5	1,374.05	6	1,298.94	31	9,856.99
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>20</b>	<b>7,184.00</b>					<b>5</b>	<b>1,374.05</b>	<b>6</b>	<b>1,298.94</b>	<b>31</b>	<b>9,856.99</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,408.16</b>	<b>4</b>	<b>619.84</b>	<b>5</b>	<b>625.05</b>	<b>6</b>	<b>675.72</b>	<b>31</b>	<b>4,328.77</b>
September	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,543.20					4	1,099.24	5	1,082.45	30	9,724.89
Schools(CONV)	19	108.49									19	108.49
UBC(CONV)	19	278.73									19	278.73
<b>Conventional Total</b>	<b>21</b>	<b>7,930.42</b>					<b>4</b>	<b>1,099.24</b>	<b>5</b>	<b>1,082.45</b>	<b>30</b>	<b>10,112.11</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,558.67</b>	<b>4</b>	<b>619.84</b>	<b>4</b>	<b>500.04</b>	<b>5</b>	<b>563.10</b>	<b>30</b>	<b>4,241.65</b>
October	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,543.20					5	1,374.05	5	1,082.45	31	9,999.70
Schools(CONV)	21	119.91									21	119.91
UBC(CONV)	21	308.07									21	308.07
<b>Conventional Total</b>	<b>21</b>	<b>7,971.18</b>					<b>5</b>	<b>1,374.05</b>	<b>5</b>	<b>1,082.45</b>	<b>31</b>	<b>10,427.68</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,408.16</b>	<b>5</b>	<b>774.80</b>	<b>5</b>	<b>625.05</b>	<b>5</b>	<b>563.10</b>	<b>31</b>	<b>4,371.11</b>
November	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,184.00					4	1,099.24	6	1,298.94	30	9,582.18
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	20	293.40									20	293.40
<b>Conventional Total</b>	<b>20</b>	<b>7,591.60</b>					<b>4</b>	<b>1,099.24</b>	<b>6</b>	<b>1,298.94</b>	<b>30</b>	<b>9,989.78</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,408.16</b>	<b>4</b>	<b>619.84</b>	<b>4</b>	<b>500.04</b>	<b>6</b>	<b>675.72</b>	<b>30</b>	<b>4,203.76</b>
December	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	22	7,902.40					3	824.43	6	1,298.94	31	10,025.77
Schools(CONV)	15	85.65									15	85.65
UBC(CONV)	10	146.70									10	146.70
<b>Conventional Total</b>	<b>22</b>	<b>8,134.75</b>					<b>3</b>	<b>824.43</b>	<b>6</b>	<b>1,298.94</b>	<b>31</b>	<b>10,258.12</b>
<b>Community Shuttle</b>			<b>18</b>	<b>2,709.18</b>	<b>4</b>	<b>619.84</b>	<b>3</b>	<b>375.03</b>	<b>6</b>	<b>675.72</b>	<b>31</b>	<b>4,379.77</b>
2020 Convention Total	251	93,518.74					51	14,015.31	64	13,855.36	366	121,389.41
2020 C/S Total			200	30,102.00	51	7,902.96	51	6,375.51	64	7,207.68	366	51,588.15
Contingency hours(1%)												1,729.78
Max Service Hours												174,707.34

\* "Hours" includes Revenue, Non- Revenue (deadhead) & Recovery. \* Information above may not be exact due to rounding of total hours.

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CONVENTIONAL & COMMUNITY SHUTTLE BUS 2021 MAXIMUM SERVICE HOURS												
	CONVENTIONAL(MF)		COMMUNITY SHUTTLE(M-THU)		COMMUNITY SHUTTLE(FRIDAYS)		SATURDAY		SUNDAY & HOLIDAYS		TOTALS	
<b>January</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Base Hours	20	7,237.80					5	1,475.85	6	1,460.70	31	10,174.35
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	20	293.40									20	293.40
<b>Conventional Total</b>	<b>20</b>	<b>7,645.40</b>					<b>5</b>	<b>1,475.85</b>	<b>6</b>	<b>1,460.70</b>	<b>31</b>	<b>10,581.95</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,379.36</b>	<b>4</b>	<b>618.96</b>	<b>5</b>	<b>635.05</b>	<b>6</b>	<b>630.12</b>	<b>31</b>	<b>4,263.49</b>
<b>February</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	19	6,875.91					4	1,180.68	5	1,217.25	28	9,273.84
Schools(CONV)	19	108.49									19	108.49
UBC(CONV)	19	278.73									19	278.73
<b>Conventional Total</b>	<b>19</b>	<b>7,263.13</b>					<b>4</b>	<b>1,180.68</b>	<b>5</b>	<b>1,217.25</b>	<b>28</b>	<b>9,661.06</b>
<b>Community Shuttle</b>			<b>15</b>	<b>2,230.65</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>5</b>	<b>525.10</b>	<b>28</b>	<b>3,882.75</b>
<b>March</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	23	8,323.47					4	1,180.68	4	973.80	31	10,477.95
Schools(CONV)	13	74.23									13	74.23
UBC(CONV)	11	161.37									11	161.37
<b>Conventional Total</b>	<b>23</b>	<b>8,559.07</b>					<b>4</b>	<b>1,180.68</b>	<b>4</b>	<b>973.80</b>	<b>31</b>	<b>10,713.55</b>
<b>Community Shuttle</b>			<b>19</b>	<b>2,825.49</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>4</b>	<b>420.08</b>	<b>31</b>	<b>4,372.57</b>
<b>April</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,237.80					4	1,180.68	6	1,460.70	30	9,879.18
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	20	293.40									20	293.40
<b>Conventional Total</b>	<b>20</b>	<b>7,645.40</b>					<b>4</b>	<b>1,180.68</b>	<b>6</b>	<b>1,460.70</b>	<b>30</b>	<b>10,286.78</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,379.36</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>6</b>	<b>630.12</b>	<b>30</b>	<b>4,136.48</b>
<b>May</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,237.80					5	1,475.85	6	1,460.70	31	10,174.35
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	15	220.05									15	220.05
<b>Conventional Total</b>	<b>20</b>	<b>7,572.05</b>					<b>5</b>	<b>1,475.85</b>	<b>6</b>	<b>1,460.70</b>	<b>31</b>	<b>10,508.60</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,379.36</b>	<b>4</b>	<b>618.96</b>	<b>5</b>	<b>635.05</b>	<b>6</b>	<b>630.12</b>	<b>31</b>	<b>4,263.49</b>
<b>June</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	22	7,961.58					4	1,180.68	4	973.80	30	10,116.06
Schools(CONV)	22	125.62									22	125.62
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>22</b>	<b>8,087.20</b>					<b>4</b>	<b>1,180.68</b>	<b>4</b>	<b>973.80</b>	<b>30</b>	<b>10,241.68</b>
<b>Community Shuttle</b>			<b>18</b>	<b>2,676.78</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>4</b>	<b>420.08</b>	<b>30</b>	<b>4,223.86</b>
<b>July</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,599.69					5	1,475.85	5	1,217.25	31	10,292.79
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>21</b>	<b>7,599.69</b>					<b>5</b>	<b>1,475.85</b>	<b>5</b>	<b>1,217.25</b>	<b>31</b>	<b>10,292.79</b>
<b>Community Shuttle</b>			<b>16</b>	<b>2,379.36</b>	<b>5</b>	<b>773.70</b>	<b>5</b>	<b>635.05</b>	<b>5</b>	<b>525.10</b>	<b>31</b>	<b>4,313.21</b>
<b>August</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,599.69					4	1,180.68	6	1,460.70	31	10,241.07
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>21</b>	<b>7,599.69</b>					<b>4</b>	<b>1,180.68</b>	<b>6</b>	<b>1,460.70</b>	<b>31</b>	<b>10,241.07</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,528.07</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>6</b>	<b>630.12</b>	<b>31</b>	<b>4,285.19</b>
<b>September</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,599.69					4	1,180.68	5	1,217.25	30	9,997.62
Schools(CONV)	16	91.36									16	91.36
UBC(CONV)	19	278.73									19	278.73
<b>Conventional Total</b>	<b>21</b>	<b>7,969.78</b>					<b>4</b>	<b>1,180.68</b>	<b>5</b>	<b>1,217.25</b>	<b>30</b>	<b>10,367.71</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,528.07</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>5</b>	<b>525.10</b>	<b>30</b>	<b>4,180.17</b>
<b>October</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	20	7,237.80					5	1,475.85	6	1,460.70	31	10,174.35
Schools(CONV)	20	114.20									20	114.20
UBC(CONV)	20	293.40									20	293.40
<b>Conventional Total</b>	<b>20</b>	<b>7,645.40</b>					<b>5</b>	<b>1,475.85</b>	<b>6</b>	<b>1,460.70</b>	<b>31</b>	<b>10,581.95</b>
<b>Community Shuttle</b>			<b>15</b>	<b>2,230.65</b>	<b>5</b>	<b>773.70</b>	<b>5</b>	<b>635.05</b>	<b>6</b>	<b>630.12</b>	<b>31</b>	<b>4,269.52</b>
<b>November</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	21	7,599.69					4	1,180.68	5	1,217.25	30	9,997.62
Schools(CONV)	21	119.91									21	119.91
UBC(CONV)	21	308.07									21	308.07
<b>Conventional Total</b>	<b>21</b>	<b>8,027.67</b>					<b>4</b>	<b>1,180.68</b>	<b>5</b>	<b>1,217.25</b>	<b>30</b>	<b>10,425.60</b>
<b>Community Shuttle</b>			<b>17</b>	<b>2,528.07</b>	<b>4</b>	<b>618.96</b>	<b>4</b>	<b>508.04</b>	<b>5</b>	<b>525.10</b>	<b>30</b>	<b>4,180.17</b>
<b>December</b>	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
Conventional(Base)	23	8,323.47					3	885.51	5	1,217.25	31	10,426.23
Schools(CONV)	14	79.94									14	79.94
UBC(CONV)	10	146.70									10	146.70
<b>Conventional Total</b>	<b>23</b>	<b>8,550.11</b>					<b>3</b>	<b>885.51</b>	<b>5</b>	<b>1,217.25</b>	<b>31</b>	<b>10,652.87</b>
<b>Community Shuttle</b>			<b>18</b>	<b>2,676.78</b>	<b>5</b>	<b>773.70</b>	<b>3</b>	<b>381.03</b>	<b>5</b>	<b>525.10</b>	<b>31</b>	<b>4,356.61</b>
<b>2020 Convention Total</b>	<b>251</b>	<b>94,164.59</b>					<b>51</b>	<b>15,053.67</b>	<b>63</b>	<b>15,337.35</b>	<b>365</b>	<b>124,555.61</b>
<b>2020 C/S Total</b>			<b>200</b>	<b>29,742.00</b>	<b>51</b>	<b>7,891.74</b>	<b>51</b>	<b>6,477.51</b>	<b>63</b>	<b>6,616.26</b>	<b>365</b>	<b>50,727.51</b>
<b>Contingency hours(1%)</b>												<b>1,752.83</b>
<b>Max Service Hours</b>												<b>177,035.95</b>

\* "Hours" includes Revenue, Non- Revenue (deadhead) &amp; Recovery.

\* Information above may not be exact due to rounding of total hours.

OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
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**SERVICE KILOMETRES\***

CONVENTIONAL & COMMUNITY SHUTTLE BUS		2020 MAXIMUM SERVICE KM											
		CONVENTIONAL(MF)		COMMUNITY SHUTTLE(M-THU)		COMMUNITY SHUTTLE(FRIDAYS)		SATURDAY		SUNDAY & HOLIDAYS		TOTALS	
January	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Base KMs	22	152,079.40					4	21,027.60	5	21,714.00	31	194,821.00	
Schools(CONV)	20	1,488.20									20	1,488.20	
UBC(CONV)	22	6,545.00									22	6,545.00	
<b>Conventional Total</b>	<b>22</b>	<b>160,112.60</b>					<b>4</b>	<b>21,027.60</b>	<b>5</b>	<b>21,714.00</b>	<b>31</b>	<b>202,854.20</b>	
<b>Community Shuttle</b>			<b>17</b>	<b>46,564.02</b>	<b>5</b>	<b>14,467.60</b>	<b>4</b>	<b>9,588.56</b>	<b>5</b>	<b>10,485.85</b>	<b>31</b>	<b>81,106.03</b>	
February	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	19	131,341.30					5	26,284.50	5	21,714.00	29	179,339.80	
Schools(CONV)	19	1,413.79									19	1,413.79	
UBC(CONV)	19	5,652.50									19	5,652.50	
<b>Conventional Total</b>	<b>19</b>	<b>138,407.59</b>					<b>5</b>	<b>26,284.50</b>	<b>5</b>	<b>21,714.00</b>	<b>29</b>	<b>186,406.09</b>	
<b>Community Shuttle</b>			<b>15</b>	<b>41,085.90</b>	<b>4</b>	<b>11,574.08</b>	<b>5</b>	<b>11,985.70</b>	<b>5</b>	<b>10,485.85</b>	<b>29</b>	<b>75,131.53</b>	
March	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	22	152,079.40					4	21,027.60	5	21,714.00	31	194,821.00	
Schools(CONV)	12	892.92									12	892.92	
UBC(CONV)	11	3,272.50									11	3,272.50	
<b>Conventional Total</b>	<b>22</b>	<b>156,244.82</b>					<b>4</b>	<b>21,027.60</b>	<b>5</b>	<b>21,714.00</b>	<b>31</b>	<b>198,986.42</b>	
<b>Community Shuttle</b>			<b>18</b>	<b>49,303.08</b>	<b>4</b>	<b>11,574.08</b>	<b>4</b>	<b>9,588.56</b>	<b>5</b>	<b>10,485.85</b>	<b>31</b>	<b>80,951.57</b>	
April	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	20	138,254.00					4	21,027.60	6	26,056.80	30	185,338.40	
Schools(CONV)	20	1,488.20									20	1,488.20	
UBC(CONV)	20	5,950.00									20	5,950.00	
<b>Conventional Total</b>	<b>20</b>	<b>145,692.20</b>					<b>4</b>	<b>21,027.60</b>	<b>6</b>	<b>26,056.80</b>	<b>30</b>	<b>192,776.60</b>	
<b>Community Shuttle</b>			<b>17</b>	<b>46,564.02</b>	<b>3</b>	<b>8,680.56</b>	<b>4</b>	<b>9,588.56</b>	<b>6</b>	<b>12,583.02</b>	<b>30</b>	<b>77,416.16</b>	
May	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	20	138,254.00					5	26,284.50	6	26,056.80	31	190,595.30	
Schools(CONV)	20	1,488.20									20	1,488.20	
UBC(CONV)	15	4,462.50									15	4,462.50	
<b>Conventional Total</b>	<b>20</b>	<b>144,204.70</b>					<b>5</b>	<b>26,284.50</b>	<b>6</b>	<b>26,056.80</b>	<b>31</b>	<b>196,546.00</b>	
<b>Community Shuttle</b>			<b>15</b>	<b>41,085.90</b>	<b>5</b>	<b>14,467.60</b>	<b>5</b>	<b>11,985.70</b>	<b>6</b>	<b>12,583.02</b>	<b>31</b>	<b>80,122.22</b>	
June	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	22	152,079.40					4	21,027.60	4	17,371.20	30	190,478.20	
Schools(CONV)	19	1,413.79									19	1,413.79	
UBC(CONV)	-	-									-	-	
<b>Conventional Total</b>	<b>22</b>	<b>153,493.19</b>					<b>4</b>	<b>21,027.60</b>	<b>4</b>	<b>17,371.20</b>	<b>30</b>	<b>191,891.99</b>	
<b>Community Shuttle</b>			<b>18</b>	<b>49,303.08</b>	<b>4</b>	<b>11,574.08</b>	<b>4</b>	<b>9,588.56</b>	<b>4</b>	<b>8,388.68</b>	<b>30</b>	<b>78,854.40</b>	
July	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	22	152,079.40					4	21,027.60	5	21,714.00	31	194,821.00	
Schools(CONV)	-	-									-	-	
UBC(CONV)	-	-									-	-	
<b>Conventional Total</b>	<b>22</b>	<b>152,079.40</b>					<b>4</b>	<b>21,027.60</b>	<b>5</b>	<b>21,714.00</b>	<b>31</b>	<b>194,821.00</b>	
<b>Community Shuttle</b>			<b>17</b>	<b>46,564.02</b>	<b>5</b>	<b>14,467.60</b>	<b>4</b>	<b>9,588.56</b>	<b>5</b>	<b>10,485.85</b>	<b>31</b>	<b>81,106.03</b>	
August	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	20	138,254.00					5	26,284.50	6	26,056.80	31	190,595.30	
Schools(CONV)	-	-									-	-	
UBC(CONV)	-	-									-	-	
<b>Conventional Total</b>	<b>20</b>	<b>138,254.00</b>					<b>5</b>	<b>26,284.50</b>	<b>6</b>	<b>26,056.80</b>	<b>31</b>	<b>190,595.30</b>	
<b>Community Shuttle</b>			<b>16</b>	<b>43,824.96</b>	<b>4</b>	<b>11,574.08</b>	<b>5</b>	<b>11,985.70</b>	<b>6</b>	<b>12,583.02</b>	<b>31</b>	<b>79,967.76</b>	
September	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	21	145,166.70					4	21,027.60	5	21,714.00	30	187,908.30	
Schools(CONV)	19	1,413.79									19	1,413.79	
UBC(CONV)	19	5,652.50									19	5,652.50	
<b>Conventional Total</b>	<b>21</b>	<b>152,232.99</b>					<b>4</b>	<b>21,027.60</b>	<b>5</b>	<b>21,714.00</b>	<b>30</b>	<b>194,974.59</b>	
<b>Community Shuttle</b>			<b>17</b>	<b>46,564.02</b>	<b>4</b>	<b>11,574.08</b>	<b>4</b>	<b>9,588.56</b>	<b>5</b>	<b>10,485.85</b>	<b>30</b>	<b>78,212.51</b>	
October	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	21	145,166.70					5	26,284.50	5	21,714.00	31	193,165.20	
Schools(CONV)	21	1,562.61									21	1,562.61	
UBC(CONV)	21	6,247.50									21	6,247.50	
<b>Conventional Total</b>	<b>21</b>	<b>152,976.81</b>					<b>5</b>	<b>26,284.50</b>	<b>5</b>	<b>21,714.00</b>	<b>31</b>	<b>200,975.31</b>	
<b>Community Shuttle</b>			<b>16</b>	<b>43,824.96</b>	<b>5</b>	<b>14,467.60</b>	<b>5</b>	<b>11,985.70</b>	<b>5</b>	<b>10,485.85</b>	<b>31</b>	<b>80,764.11</b>	
November	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	20	138,254.00					4	21,027.60	6	26,056.80	30	185,338.40	
Schools(CONV)	20	1,488.20									20	1,488.20	
UBC(CONV)	20	5,950.00									20	5,950.00	
<b>Conventional Total</b>	<b>20</b>	<b>145,692.20</b>					<b>4</b>	<b>21,027.60</b>	<b>6</b>	<b>26,056.80</b>	<b>30</b>	<b>192,776.60</b>	
<b>Community Shuttle</b>			<b>16</b>	<b>43,824.96</b>	<b>4</b>	<b>11,574.08</b>	<b>4</b>	<b>9,588.56</b>	<b>6</b>	<b>12,583.02</b>	<b>30</b>	<b>77,570.62</b>	
December	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	
Conventional(Base)	22	152,079.40					3	15,770.70	6	26,056.80	31	193,906.90	
Schools(CONV)	15	1,116.15									15	1,116.15	
UBC(CONV)	10	2,975.00									10	2,975.00	
<b>Conventional Total</b>	<b>22</b>	<b>156,170.55</b>					<b>3</b>	<b>15,770.70</b>	<b>6</b>	<b>26,056.80</b>	<b>31</b>	<b>197,998.05</b>	
<b>Community Shuttle</b>			<b>18</b>	<b>49,303.08</b>	<b>4</b>	<b>11,574.08</b>	<b>3</b>	<b>7,191.42</b>	<b>6</b>	<b>12,583.02</b>	<b>31</b>	<b>80,651.60</b>	
<b>2020 Convention Total</b>	<b>251</b>	<b>1,795,561.05</b>					<b>51</b>	<b>268,101.90</b>	<b>64</b>	<b>277,939.20</b>	<b>366</b>	<b>2,341,602.15</b>	
<b>2020 C/S Total</b>			<b>200</b>	<b>547,812.00</b>	<b>51</b>	<b>147,569.52</b>	<b>51</b>	<b>122,254.14</b>	<b>64</b>	<b>134,218.88</b>	<b>366</b>	<b>951,854.54</b>	
<b>Contingency KMs(1%)</b>												<b>32,934.57</b>	
<b>Max Service KMs</b>												<b>3,326,391.26</b>	

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CONVENTIONAL & COMMUNITY SHUTTLE BUS			2021 MAXIMUM SERVICE KM									
	CONVENTIONAL(MF)		COMMUNITY SHUTTLE(M-THU)		COMMUNITY SHUTTLE(FRIDAYS)		SATURDAY		SUNDAY & HOLIDAYS		TOTALS	
January	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Base KMs	20	135,254.00					5	27,630.10	6	28,943.22	31	191,827.32
Schools(CONV)	20	1,488.20									20	1,488.20
UBC(CONV)	20	5,950.00									20	5,950.00
<b>Conventional Total</b>	<b>20</b>	<b>142,692.20</b>					<b>5</b>	<b>27,630.10</b>	<b>6</b>	<b>28,943.22</b>	<b>31</b>	<b>199,265.52</b>
<b>Community Shuttle</b>			<b>16</b>	<b>44,994.24</b>	<b>4</b>	<b>12,049.60</b>	<b>5</b>	<b>12,624.20</b>	<b>6</b>	<b>12,259.74</b>	<b>31</b>	<b>81,927.78</b>
February	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	19	128,491.30					4	22,104.08	5	24,119.35	28	174,714.73
Schools(CONV)	19	1,413.79									19	1,413.79
UBC(CONV)	19	5,652.50									19	5,652.50
<b>Conventional Total</b>	<b>19</b>	<b>135,557.59</b>					<b>4</b>	<b>22,104.08</b>	<b>5</b>	<b>24,119.35</b>	<b>28</b>	<b>181,781.02</b>
<b>Community Shuttle</b>			<b>15</b>	<b>42,182.10</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>5</b>	<b>10,216.45</b>	<b>28</b>	<b>74,547.51</b>
March	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	23	155,542.10					4	22,104.08	4	19,295.48	31	196,941.66
Schools(CONV)	13	967.33									13	967.33
UBC(CONV)	11	3,272.50									11	3,272.50
<b>Conventional Total</b>	<b>23</b>	<b>159,781.93</b>					<b>4</b>	<b>22,104.08</b>	<b>4</b>	<b>19,295.48</b>	<b>31</b>	<b>201,181.49</b>
<b>Community Shuttle</b>			<b>19</b>	<b>53,430.66</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>4</b>	<b>8,173.16</b>	<b>31</b>	<b>83,752.78</b>
April	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	20	135,254.00					4	22,104.08	6	28,943.22	30	186,301.30
Schools(CONV)	20	1,488.20									20	1,488.20
UBC(CONV)	20	5,950.00									20	5,950.00
<b>Conventional Total</b>	<b>20</b>	<b>142,692.20</b>					<b>4</b>	<b>22,104.08</b>	<b>6</b>	<b>28,943.22</b>	<b>30</b>	<b>193,739.50</b>
<b>Community Shuttle</b>			<b>16</b>	<b>44,994.24</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>6</b>	<b>12,259.74</b>	<b>30</b>	<b>79,402.94</b>
May	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	20	135,254.00					5	27,630.10	6	28,943.22	31	191,827.32
Schools(CONV)	20	1,488.20									20	1,488.20
UBC(CONV)	15	4,462.50									15	4,462.50
<b>Conventional Total</b>	<b>20</b>	<b>141,204.70</b>					<b>5</b>	<b>27,630.10</b>	<b>6</b>	<b>28,943.22</b>	<b>31</b>	<b>197,778.02</b>
<b>Community Shuttle</b>			<b>16</b>	<b>44,994.24</b>	<b>4</b>	<b>12,049.60</b>	<b>5</b>	<b>12,624.20</b>	<b>6</b>	<b>12,259.74</b>	<b>31</b>	<b>81,927.78</b>
June	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	22	148,779.40					4	22,104.08	4	19,295.48	30	190,178.96
Schools(CONV)	22	1,637.02									22	1,637.02
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>22</b>	<b>150,416.42</b>					<b>4</b>	<b>22,104.08</b>	<b>4</b>	<b>19,295.48</b>	<b>30</b>	<b>191,815.98</b>
<b>Community Shuttle</b>			<b>18</b>	<b>50,618.52</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>4</b>	<b>8,173.16</b>	<b>30</b>	<b>80,940.64</b>
July	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	21	142,016.70					5	27,630.10	5	24,119.35	31	193,766.15
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>21</b>	<b>142,016.70</b>					<b>5</b>	<b>27,630.10</b>	<b>5</b>	<b>24,119.35</b>	<b>31</b>	<b>193,766.15</b>
<b>Community Shuttle</b>			<b>16</b>	<b>44,994.24</b>	<b>5</b>	<b>15,062.00</b>	<b>5</b>	<b>12,624.20</b>	<b>5</b>	<b>10,216.45</b>	<b>31</b>	<b>82,896.89</b>
August	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	21	142,016.70					4	22,104.08	6	28,943.22	31	193,064.00
Schools(CONV)	-	-									-	-
UBC(CONV)	-	-									-	-
<b>Conventional Total</b>	<b>21</b>	<b>142,016.70</b>					<b>4</b>	<b>22,104.08</b>	<b>6</b>	<b>28,943.22</b>	<b>31</b>	<b>193,064.00</b>
<b>Community Shuttle</b>			<b>17</b>	<b>47,806.38</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>6</b>	<b>12,259.74</b>	<b>31</b>	<b>82,215.08</b>
September	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	21	142,016.70					4	22,104.08	5	24,119.35	30	188,240.13
Schools(CONV)	16	1,190.56									16	1,190.56
UBC(CONV)	19	5,652.50									19	5,652.50
<b>Conventional Total</b>	<b>21</b>	<b>148,859.76</b>					<b>4</b>	<b>22,104.08</b>	<b>5</b>	<b>24,119.35</b>	<b>30</b>	<b>195,083.19</b>
<b>Community Shuttle</b>			<b>17</b>	<b>47,806.38</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>5</b>	<b>10,216.45</b>	<b>30</b>	<b>80,171.79</b>
October	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	20	135,254.00					5	27,630.10	6	28,943.22	31	191,827.32
Schools(CONV)	20	1,488.20									20	1,488.20
UBC(CONV)	20	5,950.00									20	5,950.00
<b>Conventional Total</b>	<b>20</b>	<b>142,692.20</b>					<b>5</b>	<b>27,630.10</b>	<b>6</b>	<b>28,943.22</b>	<b>31</b>	<b>199,265.52</b>
<b>Community Shuttle</b>			<b>15</b>	<b>42,182.10</b>	<b>5</b>	<b>15,062.00</b>	<b>5</b>	<b>12,624.20</b>	<b>6</b>	<b>12,259.74</b>	<b>31</b>	<b>82,128.04</b>
November	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	21	142,016.70					4	22,104.08	5	24,119.35	30	188,240.13
Schools(CONV)	21	1,562.61									21	1,562.61
UBC(CONV)	21	6,247.50									21	6,247.50
<b>Conventional Total</b>	<b>21</b>	<b>149,826.81</b>					<b>4</b>	<b>22,104.08</b>	<b>5</b>	<b>24,119.35</b>	<b>30</b>	<b>196,050.24</b>
<b>Community Shuttle</b>			<b>17</b>	<b>47,806.38</b>	<b>4</b>	<b>12,049.60</b>	<b>4</b>	<b>10,099.36</b>	<b>5</b>	<b>10,216.45</b>	<b>30</b>	<b>80,171.79</b>
December	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs	Days	KMs
Conventional(Base)	23	155,542.10					3	16,578.06	5	24,119.35	31	196,239.51
Schools(CONV)	14	1,041.74									14	1,041.74
UBC(CONV)	10	2,975.00									10	2,975.00
<b>Conventional Total</b>	<b>23</b>	<b>159,558.84</b>					<b>3</b>	<b>16,578.06</b>	<b>5</b>	<b>24,119.35</b>	<b>31</b>	<b>200,256.25</b>
<b>Community Shuttle</b>			<b>18</b>	<b>50,618.52</b>	<b>5</b>	<b>15,062.00</b>	<b>3</b>	<b>7,574.52</b>	<b>5</b>	<b>10,216.45</b>	<b>31</b>	<b>83,471.49</b>
2020 Convention Total	251	1,757,316.05					51	281,827.02	63	303,903.81	365	2,343,046.88
2020 C/S Total			200	562,428.00	51	153,632.40	51	128,766.84	63	128,727.27	365	973,554.51
Contingency KMs(1%)												33,166.01
Max Service KMs												3,349,767.40

## **SCHEDULE B**

### **2020 MAXIMUM ANNUAL AMOUNT**

#### **1. PAYMENT TO THE SERVICE PROVIDER**

- (a) TransLink will make the following monthly payments to the Service Provider:
  - (i) for Services specified in Schedule A [Contracted Routes, Service Hours and Service Kilometres]: at the actual number of Service Hours provided by the Service Provider including the actual expenses accrued in the performance of the Services and agreed by TransLink. Payment will be evenly divided into 12 monthly payments based upon the approved Maximum Annual Amount;
  - (ii) In the event of a difference between the monthly amounts paid and the actual invoice value received, TransLink shall either pay the outstanding amount or offset the overage already paid against the forthcoming monthly payment.
- (b) For each calendar year, TransLink's obligation to make the payments set out in Section 1(a) of this Schedule B will be strictly limited to the Maximum Annual Amount as set out in this Schedule B [Pricing].
- (c) TransLink agrees to pay all actual costs for fuel for Vehicles actually incurred by the Service Provider (including the deduction of any discounts received by the Service Provider), upon receipt of supporting documentation satisfactory to TransLink;
- (d) TransLink agrees to pay all actual costs for licensing, registration and insurance of Vehicles actually incurred by the Service Provider, upon receipt of supporting documentation satisfactory to TransLink;
- (e) TransLink agrees to pay all reasonable non-labour maintenance costs including parts for maintenance and repair of Vehicles actually incurred by the Service Provider, upon receipt of supporting documentation satisfactory to TransLink;
- (f) TransLink agrees to pay all actual costs charged by, and paid by the Service Provider to, a TransLink approved company performing the maintenance and repair of the Revenue Vehicles as directed by the Service Provider and in accordance with the requirements of Schedule G. Supporting documentation satisfactory to TransLink shall be provided by the Service Provider;
- (g) TransLink agrees to pay all reasonable costs charged by, and paid by the Service Provider to, a spill responder for the cleanup of environmental spills (including, without limitation, use of a vacuum truck, cost of absorbent materials, and disposal costs), upon receipt of supporting documentation satisfactory to TransLink, provided that such costs were not incurred as a result of breach of this Agreement by the Service Provider;

#### **2. SUBMISSION OF INVOICE**

TransLink agrees to pay the Service Provider the undisputed amounts calculated in accordance with Section 1 of this Schedule on a monthly basis. The Service Provider will provide a quarterly invoice that shows a separate line item for each of the amounts payable in accordance with Section 1(a) as well as the payment amounts received by TransLink that offset the actual costs owing.

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**3. GOODS AND SERVICES TAX (“GST”) OR PROVINCIAL SALES TAX (“PST”)**

The Service Provider will invoice TransLink for GST or PST, as the case may be, as a separate line item on the Service Provider’s Invoice as set out in Section 2 of this Schedule B. The Service Provider hereby represents that its GST/PST registration number is insert and that it will pay, as and when due, any GST/PST payable by the Service Provider pursuant to legislation governing such tax.

CONVENTIONAL & COMMUNITY SHUTTLE BUS 2020 MAXIMUM ANNUAL AMOUNTS *				
Expenditure	Conventional Blue Bus	Community Shuttle	2020 Annual Amount	
<b>Fixed Costs</b>				
Administration	\$ 1,050,224	\$ 863,124	\$ 1,913,348	
Operations Support	\$ 841,000	\$ 23,004	\$ 864,004	
Vehicle Insurance	\$ 246,104	\$ 57,049	\$ 303,153	
<b>Maintenance Costs</b>	\$ 3,766,639	\$ 500,315	\$ 4,266,954	
<b>Variable Distance Costs</b>				
Vehicle Fuel	\$ 1,940,125	\$ 563,621	\$ 2,503,746	
<b>Variable Hourly Costs</b>	\$ 7,397,230	\$ 1,838,262	\$ 9,235,492	
<b>TOTAL</b>	<b>\$ 15,241,322</b>	<b>\$ 3,845,375</b>	<b>\$ 19,086,697</b>	
Maximum Revenue Hours	\$ 121,389	\$ 51,588	\$ 172,978	
Variable Hourly Rate (4/Hour)	\$ 60.94	\$ 35.63	\$ 53.39	
<b>Monthly Advance (1/12th Total)</b>	<b>\$ 1,270,110</b>	<b>\$ 320,448</b>	<b>\$ 1,590,558</b>	
* Information above may not be exact due to rounding of total hours.				

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<b>CONVENTIONAL &amp; COMMUNITY SHUTTLE BUS 2021 MAXIMUM ANNUAL AMOUNTS *</b>				
<b>Expenditure</b>	<b>Conventional Blue Bus</b>	<b>Community Shuttle</b>	<b>2021 Annual Amount</b>	
<b>Fixed Costs</b>				
Administration	\$ 1,050,224	\$ 863,124	\$ 1,913,348	
Operations Support	\$ 841,000	\$ 23,004	\$ 864,004	
Vehicle Insurance	\$ 246,104	\$ 57,049	\$ 303,153	
<b>Maintenance Costs</b>	\$ 3,766,639	\$ 500,315	\$ 4,266,954	
<b>Variable Distance Costs</b>				
Vehicle Fuel	\$ 1,940,125	\$ 563,621	\$ 2,503,746	
<b>Variable Hourly Costs</b>	\$ 7,397,230	\$ 1,838,262	\$ 9,235,492	
<b>TOTAL</b>	<b>\$ 15,241,322</b>	<b>\$ 3,845,375</b>	<b>\$ 19,086,697</b>	
Maximum Revenue Hours	\$ 124,556	\$ 50,728	\$ 175,283	
Variable Hourly Rate (4/Hour)	\$ 59.39	\$ 36.24	\$ 52.69	
<b>Monthly Advance (1/12th Total)</b>	<b>\$ 1,270,110</b>	<b>\$ 320,448</b>	<b>\$ 1,590,558</b>	
* Information above may not be exact due to rounding of total hours.				

**SCHEDULE C**  
**INSURANCE**

1. The Service Provider and TransLink shall purchase and maintain in force throughout the term of this Agreement, insurance policies covering the perils specified herein. The Service Provider shall deposit with TransLink, copies of the insurance policies the Service Provider is required to purchase with this Agreement, and TransLink will provide to the Service Provider, on the Commencement Date and thereafter annually upon request, certificates evidencing all insurance required to be maintained by TransLink hereunder.

**Service Provider Insurance**

2. The Service Provider must purchase and maintain a minimum of third party auto liability insurance of [REDACTED] purchased from the Insurance Corporation of British Columbia on all Vehicles used by the Service Provider in the course of providing the Services.

3. The Service Provider must purchase and maintain insurance on all other chattels, equipment and other assets owned by it or leased by it from a party other than TransLink, not otherwise insured under this Schedule and used in the delivery of the Services against loss or damage from all risks, in an amount not less than the full replacement value thereof.

s.17(1)

**TransLink Insurance**

4. TransLink will maintain the following insurance with respect to Revenue Vehicles used by the Service Provider in the course of providing the Services: :

- (a) third party auto liability insurance in excess of [REDACTED] to a total limit of [REDACTED] which shall cover the Service Provider as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties;
- (b) collision or upset auto insurance covering the declared value of the vehicle, provided that a deductible of [REDACTED] will be payable by the Service Provider, and each claim for loss or damage shall be adjusted separately for each occurrence. In the event of an insurable loss involving two separate insured properties, one deductible amount will be applied to this one occurrence; and
- (c) comprehensive auto insurance covering hazards, including but not limited to, fire, theft, vandalism, glass breakage, falling trees, and windstorms, provided that a deductible of [REDACTED] will be payable by the Service Provider, and each claim for loss or damage shall be adjusted separately for each occurrence. One deductible amount will be applied in the event of an insurable loss involving two separate insured properties and to the total claims in any one occurrence caused by windstorm from the same atmospheric disturbance.

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5. TransLink will purchase and maintain insurance on all TransLink Assets leased by the Service Provider from TransLink pursuant to this Agreement and respecting said TransLink Assets. Without limiting the generality of the foregoing, such insurance shall be in the name of TransLink and shall include a waiver of subrogation against the Service Provider.
6. TransLink will purchase and maintain insurance on all buildings and structures on a standard all-risk form including flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by TransLink.
7. TransLink will purchase and maintain Comprehensive Third Party Liability Insurance covering the operation of the Services specified in Schedule A of the Agreement on an occurrence basis in an amount not less than [REDACTED]. Such insurance shall include the Service Provider as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties. The Comprehensive General Liability Insurance obtained by TransLink will not extend to non-transit activities the Service Provider may be engaged in unless specifically arranged.

**Additional Covenants**

s.17(1)

8. The Service Provider covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any Vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the *Insurance (Vehicle) Act* or any regulations thereto, the *Motor Vehicle Act* and any regulations thereto or the *Criminal Code* of Canada. The Service Provider shall indemnify and save harmless TransLink from any breach of this covenant.

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**SCHEDULE D**

**VEHICLES**

Vehicle	Type	Year	Style	VIN
T701	Novabus	2007	Bus - Conventional	2NVYL82U373000264
T702	Novabus	2007	Bus - Conventional	2NVYL82U573000265
T703	Novabus	2007	Bus - Conventional	2NVYL82U373000216
T704	Novabus	2007	Bus - Conventional	2NVYL82U573000217
T705	Novabus	2007	Bus - Conventional	2NVYL82U973000155
T706	Novabus	2007	Bus - Conventional	2NVYL82U773000218
T901	Novabus	2009	Bus - Conventional	4RKYL82U494000140
T902	Novabus	2009	Bus - Conventional	4RKYL82U694000141
T903	Novabus	2009	Bus - Conventional	4RKYL82U894000142
T904	Novabus	2009	Bus - Conventional	4RKYL82UX94000143
T905	Novabus	2009	Bus - Conventional	4RKYL82U194000144
T906	Novabus	2009	Bus - Conventional	4RKYL82U394000145
T907	Novabus	2009	Bus - Conventional	4RKYL82U594000146
T908	Novabus	2009	Bus - Conventional	4RKYL82U794000147
T909	Novabus	2009	Bus - Conventional	4RKYL82U994000148
T1201	NF Excelsior	2012	Bus - Conventional	2FYD8FV17CC041194
T1202	NF Excelsior	2012	Bus - Conventional	2FYD8FV19CC041195
T1203	NF Excelsior	2012	Bus - Conventional	2FYD8FV10CC041196
T1204	NF Excelsior	2012	Bus - Conventional	2FYD8FV12CC041197
T1205	NF Excelsior	2012	Bus - Conventional	2FYD8FV14CC041198
T1206	NF Excelsior	2012	Bus - Conventional	2FYD8FV16CC041199
T1207	NF Excelsior	2012	Bus - Conventional	2FYD8FV19CC041200
T1208	NF Excelsior	2012	Bus - Conventional	2FYD8FV10CC041201
T1209	NF Excelsior	2012	Bus - Conventional	2FYD8FV12CC041202
T1210	NF Excelsior	2012	Bus - Conventional	2FYD8FV14CC041203
T1211	NF Excelsior	2012	Bus - Conventional	2FYD8FV16CC041204
T1212	NF Excelsior	2012	Bus - Conventional	2FYD8FV18CC041205
T1213	NF Excelsior	2012	Bus - Conventional	2FYD8FV1XCC041206
T1214	NF Excelsior	2012	Bus - Conventional	2FYD8FV11CC041207
T1215	NF Excelsior	2012	Bus - Conventional	2FYD8FV13CC041208
T1216	NF Excelsior	2012	Bus - Conventional	2FYD8FV15CC041209
T1217	NF Excelsior	2012	Bus - Conventional	2FYD8FV11CC041210
T1601	NF Excelsior	2016	Bus - Conventional	2FYD8FV10GC049708
T1602	NF Excelsior	2016	Bus - Conventional	2FYD8FV12GC049709
T1603	NF Excelsior	2016	Bus - Conventional	2FYD8FV19GC049710
T1604	NF Excelsior	2016	Bus - Conventional	2FYD8FV10GC049711
T1605	NF Excelsior	2016	Bus - Conventional	2FYD8FV12GC049712
T1606	NF Excelsior	2016	Bus - Conventional	2FYD8FV11GC049264

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T1607	NF Excelsior	2016	Bus - Conventional	2FYD8FV13GC049265
T1608	NF Excelsior	2016	Bus - Conventional	2FYD8FV12GC049256
T1609	NF Excelsior	2016	Bus - Conventional	2FYD8FV1XGC049263
T1610	NF Excelsior	2016	Bus - Conventional	2FYD8FV18GC049259
T1611	NF Excelsior	2016	Bus - Conventional	2FYD8FV14GC049260
T1612	NF Excelsior	2016	Bus - Conventional	2FYD8FV16GC049261
T1613	NF Excelsior	2016	Bus - Conventional	2FYD8FV14GC049257
T1614	NF Excelsior	2016	Bus - Conventional	2FYD8FV16GC049258
Vehicle	Type	Year	Style	VIN
17501	Chevrolet	2017	Bus – Community Shuttle	1GB6GUBG8H1153114
17502	Chevrolet	2017	Bus – Community Shuttle	1GB6GUBG0H1154080
17503	Chevrolet	2017	Bus – Community Shuttle	1GB6GUBG3H1154915
17504	Chevrolet	2017	Bus – Community Shuttle	1GB6GUBG1H1198377
17505	Chevrolet	2017	Bus – Community Shuttle	1HA6GUBG0HN003823
18501	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG4JN007489
18502	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG3JN007306
18503	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG9JN007245
18504	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG3JN007290
18505	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG6JN007378
18506	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG3JN007273
18507	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG1JN007112
18508	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG3JN007192
18509	Chevrolet	2018	Bus – Community Shuttle	1HA6GUBG2JN007149
19501	Chevrolet	2019	Bus – Community Shuttle	1HA6GUBG1KN010755
19502	Chevrolet	2019	Bus – Community Shuttle	1HA6GUBG5KN010693
19536	Chevrolet	2019	Bus – Community Shuttle	1HA6GUBG5LN000330
19537	Chevrolet	2019	Bus – Community Shuttle	1HA6GUBG4LN000089
Vehicle	Type	Year	Style	VIN
T001	Honda	2018	Civic	2HGFC2F52JH032673
T002	Honda	2018	Civic	2HGFC2F51JH029232
T003(6)	Honda	2019	Civic	2HGFC2F57KH019421
T004	Honda	2018	Civic	2HGFC2F57LH010877
T005	Honda	2020	Civic	2HGFC2F52LH023409
T006(3)	Honda	2018	Civic	2HGFC2F56JH038721
T008	Honda	2018	CRV	2HKRW2H2XJH105186
T010	GMC	1999	Pick-Up	1GTGK24U2XE550363
T014	Ford	2010	F-150	1FTEW1E80AFA23527
T016	Dodge	2012	Utility	3D6WU6EL5BG608836
T061	GMC	1961	Bus	TDH45171036
T995	New Flyer	1999	Bus	2FYD2LL11XU020473

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**SCHEDULE E**

**FINANCIAL REPORTS**

1. The Service Provider will provide the monthly and quarterly financial statements required under section 5.3(b) with the content and in the format as follows:

	Conventional Blue Bus	Community Shuttle	Total
Charter Revenue			
Total Charter Revenue			
Advances			
Total Advances			
Wages & Benefits-Operators			
Total Wages			
Tires-Revenue Vehicles			
Maintenance (parts, supplies, materials, services)-Revenue Vehicles			
Wages & Benefits-Maintenance Revenue Vehicles (Mechanic, Serviceperson, Storekeeper)			
Total Maintenance Revenue Vehicles			
Uniforms			
Total Materials & Supplies			
Building Maintenance			
Total Maintenance Services			
Janitorial Service			
Other Outside Services			
Total Outside Services			
Utilities-Electricity			
Utilities-Natural Gas			
Utilities-Water & Sewer			
Total Utilities			
Non-Revenue Vehicles-Fuel			
Non-Revenue Vehicles-Maintenance			
Total Materials Non-Revenue Vehicles			
Rentals/Leases-Non-Revenue Vehicles			
Rentals/Leases-Equipment/Other			
Total Rentals & Leases			
Computer Software, Licences & Support			
Computer Hardware, Peripherals & Upgrades			
Total Computers & Systems			
Insurance-Non-Revenue Vehicles			
Insurance-Liability			
Insurance-Property			

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	Conventional Blue Bus	Community Shuttle	Total
Total General Insurance			
Fixed Costs (Transit Admin expenses without Wages/Salaries & Benefits, provide detail by WV GL account)			
Wages, Salaries & Benefits-Transit Admin, Operations & Support			
Operating Costs (Transit Operations & Support Costs without Wages/Salaries & Benefits)			
Total Fixed & Overhead			
Diesel-Revenue Vehicles			
Gasoline-Revenue Vehicles			
Total Fuel Revenue Vehicles			
Insurance-Revenue Vehicles			
Insurance-Deductibles-Revenue Vehicles			
Total Insurance Revenue Vehicles			

2. The Service Provider will deliver soft copies of the monthly financial statement in Excel, along with supporting data from the general ledger in Excel format.
3. The Service Provider will deliver soft copies of the quarterly financial statement in Excel, along with supporting data from the general ledger in Excel and PDF format for the quarter only (and not year-to-date) and for year-to-date.

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**SCHEDULE F**

**KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS**

The Service Provider shall provide monthly reports (“Key Performance Indicator Reports”) to TransLink, reporting on the performance statistics set out in this Schedule F (“Key Performance Indicators”, and each a “Key Performance Indicator” or “KPI”) for each month during the Term. The Service Provider shall deliver the Key Performance Indicator Report for a month no later than 10 days following the end of that month, in the manner mutually agreed in the format prescribed by TransLink from time to time.

**Key Performance Indicators**

<b>Key Performance Indicators</b>					
<b>Safety</b>					
<b>KPI</b>	<b>Definition</b>	<b>Performance standard</b>	<b>Frequency of measurement</b>	<b>Objective</b>	<b>Source</b>
Preventable collisions per million kms travelled	Record of collisions per million kms, caused by operator error. Collisions could be with; another transit vehicle, a non-transit vehicle, a fixed object, a person or animal. The collision may or may not cause damage to people or property but will be recorded as such.	less than 15.7 per million km per year	Monthly	Safety	Performance Statistics Report
<b>Operations</b>					
Planned service delivered (%)	% of scheduled service hours operated in a month	97%	Monthly	Reliability, customer service	Performance Statistics Report
Mean distance between major failures (IBBG definition)	Average distance a vehicle travels between major failure as defined by IBBG. This is the IBBG Data Item 9.a.: The number of Major Technical Failures:  A major technical failure is defined as one which prevents independent movement of the bus and will therefore lead to a bus being repaired at the roadside. All major technical failures should be included whether in or out of revenue service, regardless of whether or not they result in lost vehicle km or passenger delays. Failures that occur in the depot are included as long as not found during the routine maintenance cycle. In case	Conventional: 24,000km  Community Shuttle: 42,000km	Monthly	Reliability, customer service, cost-efficiency	Performance Statistics Workbook

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	a failure occurs and a bus is able to drive to a terminal (with or without passengers) or garage for repair, this failure is not considered a major failure. Tire punctures are not considered a major failure. All major failures by vandalism or collision should be excluded.				
Preventative maintenance compliance	All preventative maintenance inspections to occur within time or mileage intervals indicated in the Operating Agreement (+/- tolerance may apply) and in accordance with regulatory requirements (CVSE).	100% of preventative inspections completed per the acceptable time / mileage intervals	Monthly	Reliability, customer service, cost-efficiency	Performance Statistics Report
<b>Service Delivery</b>					
On Time Performance*	A trip is considered on time where the trip leaves between 1 minute earlier or three minutes later than published schedule. The on-time performance metric is a percentage of on time trips compared to all trips.	Bus Regularity: 81.0% Bus Punctuality: 81.0%	Monthly	Reliability, customer service	Performance Statistics Report
Complaints per 1,000 service hours	Number of operational complaints per 1000 service hours, including those from the customer or general public concerning the Service Provider. This does not include complaints about TransLink policies or planning changes. A complaint will not be counted if the Service Provider demonstrates the complaint is without merit.	Conventional: 99 PMBP (per million boarded passengers)  Community Shuttle: 186 PMBP (per million boarded passengers)	Monthly	Customer service	Performance Statistics Report
Timely complaint investigation and response	Time taken to provide a response to a complaint	15 business days from the time Service Provider receives it	Monthly	Customer service	Performance Statistics Workbook
Timely complaint investigation and response (priority)	Percentage of investigations and responses to complaints within 3 business days of being provided the feedback by TransLink.	3 business days from the time Service Provider receives it	Monthly	Customer service	Performance Statistics Report
<b>Monthly</b>					
Timely reporting (invoices, performance reports or any other reports required to be submitted)	Report submittal time – specified reports are delivered on a consistent and timely basis	99% or greater	Monthly	Efficiency	Performance Statistics Report

\* On-time performance will be measured when buses are outfitted with equipment to enable data collection.

## Non-Performance Impacts

In the event the Service Provider is unable to perform the Services in the manner described, the following Non-Performance Impacts shall apply.

Non-Performance Impacts			
Non-Performance Event	Non-Performance Impact	Frequency / Recurrence	
<b>Safety</b>			
Operating vehicles without current / active CVIP inspections or any other relevant regulatory requirements, Acts and regulations	Cost – This will be a cost associated with: (1) the value of the fine given to TransLink for uninspected Vehicles, and / or (2) the total cost of services for the operator plus missed total service hours per day until the Vehicle has been inspected, approved and confirmed for road worthiness by Regulatory Authority	Each occurrence. Possible termination of contract if this occurs more than once per annum	TL
Stop work order issued by any Governmental Authority that is caused by the Service Provider or any other Service Provider Person, i.e. WSBC default, CVIP default, etc.	Cost – This will be a cost associated with the number of operators per hour / per day required of TransLink to perform the services until such time as the issue is rectified	Each occurrence. Possible termination of contract if this occurs more than once per annum	
<b>Service Delivery</b>			
Non-Performance – i.e. TransLink has to step in and provide the Services (revenue operations or maintenance) because the Service Provider is unable to do so, but excluding those occurrences or circumstances where the Service Provider is permitted under this Contract not to provide Services	Cost – This will be a cost associated with the number of personnel (i.e. operators or maintenance staff per hour / per day required of TransLink to provide the services until such time as the issue is rectified	Each occurrence. Possible termination of contract if longer than 30 days unless remedy plan is approved by TL	

## Reporting Requirements

The Service Provider shall provide Key Performance Indicator Reports to TransLink, as set out in this Schedule F for each month during the Term. The Service Provider shall deliver the Key Performance Indicator Report for a month no later than 10 days following the end of that month, in the manner mutually agreed in the format prescribed by TransLink from time to time.

Reporting Requirements		
Type	Description	
Service Hours	Service Days	
	Revenue Service Hours Scheduled	
	Service Hours Cancelled Due to Staff Shortage	
	Service Hours Cancelled Due to Vehicle Shortage	
	Service Hours Cancelled Due to Vehicle Failure on Route	
	Service Hours Cancelled Due to Other Problems	
	Service Days	
	Total Service Hours Provided	
	Revenue Service Hours Provided	
	% of Service Hours Delivered	
Service Kilometres	Revenue Kilometres Scheduled	
	Revenue Kilometres Provided	
	Extra Revenue Service Provided (in km)	
	Revenue Kilometres by Fuel Type (Diesel, Gas)	
	Revenue Kilometres Lost Due to Cancellation	
Vehicles	Actual Revenue Kilometres Delivered	
	Revenue Vehicles Available	
	Total Peak Period (as defined in the Service Specifications) Revenue Vehicles Scheduled	
Maintenance – Conventional Vehicles	Preventative Maintenance Inspections (On-Time/Early/Late) Mileage Base	
	- done earlier than the agreed threshold with CVSE would be considered "Early".	
	- done within the agreed threshold with CVSE would be considered "On-Time".	
	- done later than the agreed threshold with CVSE would be considered "Late".	
	(a) Minor Inspections (number of 6,000km preventative maintenance inspections carried out per % of Vehicles)	
	(b) Major Inspections (number of applicable major inspections (as agreed between CVSE and WVT))	
	CVIP Inspections performed by CVSE (per % of Vehicles passing inspections)	

Maintenance – Community Shuttle Vehicles	Preventative Maintenance Inspections (On-Time/Late) Mileage Base	
	<ul style="list-style-type: none"> <li>- done earlier than the agreed threshold with CVSE would be considered "Early".</li> <li>- done within the agreed threshold with CVSE would be considered "On-Time".</li> <li>- done later than the agreed threshold with CVSE would be considered "Late".</li> </ul> <p>(a) Minor Inspections (number of preventative maintenance inspections carried out per % of Vehicles)</p> <p>(b) Major Inspections (number of applicable major inspections (as agreed between CVSE and WVT))</p> <p>CVIP Inspections performed by CVSE (per % of Vehicles passing inspections)</p>	
Fuel	<p>Total Diesel Fuel Consumed in Litres</p> <p>Total Gasoline Fuel Consumed in Litres</p> <p>West Vancouver Transit Centre – Electric KWH</p> <p>West Vancouver Transit Centre – CNG GJ</p> <p>West Vancouver Transit Centre – Water</p> <p>West Vancouver Transit Centre – Electric Converted GJ</p>	
Complaints	<p>Operator</p> <p>Service</p>	
Commendations	<p>Operator</p> <p>Service</p>	
Personnel	<p>Operators (Hours Worked and FTEs)</p> <p>Maintenance (Hours Worked and FTEs)</p> <p>Administrative (Hours Worked and FTEs)</p> <p>Total Employee Hours Worked</p> <p>Employee Lost Time - Injuries</p> <p>Employee Injury Lost Days</p> <p>Workplace Violence Incidents</p> <p>Assaults CUTA (2-4)</p>	
Vehicle / Passenger Incidents	<p>Number of Preventable Accidents</p> <p>Number of Non-Preventable Accidents</p> <p>Number of Road Calls</p> <p>Police Assistance Calls Regarding Passengers</p> <p>Passenger Injury – On-board</p> <p>Passenger Injury – Medical Assistance Not Required</p> <p>Passenger Injury – Medical Assistance Called</p>	

## **SCHEDULE G**

### **Maintenance**

The Service Provider will be responsible for ensuring that the Vehicles are maintained in compliance with the *Motor Vehicles Act* and Regulations, including the Commercial Vehicles Inspection Program. The Service Provider will be responsible for ensuring the Vehicles are submitted for inspections as required pursuant to the provisions of the *Motor Vehicles Act*.

The Service Provider shall maintain Vehicles through programs of minor and major repairs and servicing as necessary to properly maintain the Vehicles. Without in any way limiting the generality of the foregoing, the Service Provider will perform the servicing, maintenance and inspection as set out in this Schedule G.

#### **1.0 Servicing**

- 1.1 All Revenue Vehicles shall be swept and cleaned daily.
- 1.2 All Revenue Vehicles available for service shall be washed on a daily basis, subject to temporary adjustments as a result of weather conditions and short-term employee absences.
- 1.3 All Revenue Vehicles shall be thoroughly flushed and disinfected in cases of passenger sickness or as otherwise required.
- 1.4 A continuing campaign of thorough interior cleaning of seats, walls, ceilings, windows, and operator's area will be carried out with a target frequency of each Revenue Vehicle having the interior thoroughly cleaned bi-monthly.
- 1.5 Specialized campaigns to remove graffiti, gum, etc., will be carried out as reasonably required on all Revenue Vehicles.

#### **2.0 Minor Maintenance**

- 2.1 Vehicle rear tires shall be visually inspected daily, bumped as needed and maintained as required.
- 2.2 All Vehicles in Revenue Service shall have the oil and coolant levels checked on a daily basis. Any fluid top-ups or other servicing as required resulting from the fluid check shall be done as necessary.
- 2.3 The Revenue Vehicles shall be subject to the Periodic Inspection Schedule as defined in this Schedule G Attachment 2.

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**3.0 Periodic Inspection**

- 3.1 Periodic inspections shall be performed when a Revenue Vehicle has travelled the distances outlined in Attachment 2 of this Schedule G, titled “Periodic Inspection Schedule”. The inspections shall be those required for each level of inspection at 6,000 kilometres intervals of service per manufacturer’s recommendations and best practices, unless otherwise agreed in writing with Commercial Vehicle Safety and Enforcement (“CVSE”).
- 3.2 The Service Provider will keep proper inspection records and ensure each inspection record shall be initialled by the inspector and include the procedures taken to correct any faults.

**4.0 Body Maintenance**

- 4.1 The Service Provider will conduct a continuing program of body maintenance that will include repair for accident damage, floor and stepwell covers, bus bike racks, glass breakage, seat damage, body leaks, and destination signs.

**5.0 Tire Maintenance**

- 5.1 The Service Provider will conduct a continuing program of tire maintenance that will include rotation, replacing, recapping, winter tire campaigns, and the monitoring of tire abuse factors such as curbing, etc.

**6.0 Major Maintenance**

- 6.1 The Service Provider will overhaul and replace diesel engines, transmissions and differentials as required to minimize cost while providing safe, dependable service.
- 6.2 Any obvious damage to the livery due to removal of decals, ads, exterior repairs and the like will be corrected on an as needed basis by repainting the damaged areas. All Revenue Vehicles shall be reviewed annually and where, in the opinion of the Service Provider, the body condition warrants painting, a report of extra paint requirements shall be prepared for joint consideration by the Service Provider and TransLink. No change in the paint scheme shall be made without approval of TransLink.
- 6.3 Non-destructive testing of each Revenue Vehicle (such as magnafluxing, Xyglo or X-ray) shall be carried out in accordance with OEM recommendations. Specialized, non-destructive testing campaigns shall be carried out if found to be necessary in cases of sudden or unexplained failure of a single component or an increasing failure rate of any particular part that may affect the safe operation of the revenue vehicle.

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**SCHEDULE G: Attachment 1**

**Vehicle Pre Trip & Daily Report Card**

Provided as separate document.

# WEST VANCOUVER TRANSIT: VEHICLE DAILY REPORT CARD

**BUS #** \_\_\_\_\_

YEAR / MONTH / DAY

Pre-trip complete	No defects found	air system	seats	safety equipment	doors	tilt / ramp / bike rack	lights / signals	wipers / mirrors / HVAC	tires	damage / vandalism	init / farebox / compass	braking	steering	other	Post-trip complete	No defects found	west vancouver
												INSPECTED BY:	EMPLOYEE #	SIGNATURE			

west vancouver

INSPECTED BY:  
EMPLOYEE # SIGNATURE

MARK DEFECTS WITH AN 'X' AND PROVIDE DETAILS ON REVERSE.

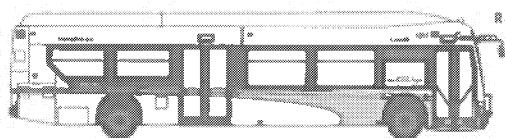
## DETAILED DESCRIPTION OF DEFECT

WHAT, WHERE, WHEN ETC. | Contact the Maintenance Department if necessary.

**NOTE: Reporting of accidents will be strictly adhered to as stipulated in the policies and procedures manual.**

YEAR      MONTH      DAY

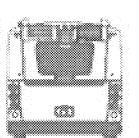
No defect found  
Defect corrected  
Fix unnecessary  
EMPL



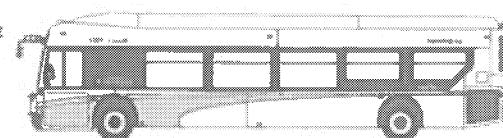
RIGHT SIDE



五〇四三



88 CX



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**SCHEDULE G: Attachment 2**

**Periodic Inspection Schedule\***

TYPE/SIZE OF REVENUE VEHICLE	INSPECTIONS					ENGINE OIL		TRANSMISSION OIL CHANGE	DIFFERENTIAL OIL CHANGE
	“A”	“B”	“C”	“D”	“E”	SAMPLE	CHANGE		
40 FOOT CONVENTIONAL	6,000KM	12,000KM	24,000KM	72,000KM	216,000KM	EVERY 12,000KM	EVERY 6,000KM	Per OEM Recommendations	Per OEM Recommendations
COMMUNITY SHUTTLE	6,000KM	48,000KM	96,000KM	N/A	N/A	EVERY 6,000KM		Per OEM Recommendations	Per OEM Recommendations

OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
CONTRACT No. CW2247369**SCHEDULE H**CHARTER ORDER FOR WEST VANCOUVER TRANSIT

ORDERED BY: Mr/Mrs/Ms: \_\_\_\_\_ Phone: (Office) \_\_\_\_\_ (Home) \_\_\_\_\_  
 Bill To: \_\_\_\_\_ Date Ordered: / / Time Called: \_\_\_ : \_\_\_  
 Address: \_\_\_\_\_ YR MO DD  
 \_\_\_\_\_  
 City: \_\_\_\_\_ Date Confirmed: / / Time Called: \_\_\_ : \_\_\_  
 \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Customer's Purchase Order/Acct #: \_\_\_\_\_

---

1) DAY DATE TIME FROM TO  
 / / : \_\_\_\_\_  
 YR MO DD

Passengers Bus/es Additional Instructions: \_\_\_\_\_

\_\_\_\_ Hr. Insp & Driving \_\_\_\_\_ Hrs Stby \_\_\_\_\_

X

\$ \_\_\_\_ Hr \$ \_\_\_\_ Hr Total Kms: \_\_\_\_\_

□

\$ \_\_\_\_ Hr + \$ \_\_\_\_ □ \$ \_\_\_\_ CHARTER 1) COST PLUS GST \$ \_\_\_\_  
 TOTAL COST \$ \_\_\_\_\_

---

2) DAY DATE TIME FROM TO  
 / / : \_\_\_\_\_  
 YR MO DD

Passengers Bus/es Additional Instructions: \_\_\_\_\_

\_\_\_\_ Hr. Insp & Driving \_\_\_\_\_ Hrs Stby \_\_\_\_\_

X

\$ \_\_\_\_ Hr \$ \_\_\_\_ Hr Total Kms: \_\_\_\_\_

\$ \_\_\_\_ Hr + \$ \_\_\_\_ □ \$ \_\_\_\_ CHARTER 2) COST PLUS GST \$ \_\_\_\_  
 TOTAL COST \$ \_\_\_\_\_

---

Bill to Customer:

TOTAL ALL CHARTER COST/S INCLUDING GST = \$ \_\_\_\_\_ Order taken by: \_\_\_\_\_

CREDIT Municipal Account # 8318435  
 DEBIT Municipal Account # 9123490  
 (R-89/07/06)0215-01BF