

# Request for Proposals - Britannia Beach and Furry Creek Residential Curbside Refuse Collection



**SQUAMISH - LILLOOET**  
REGIONAL DISTRICT

Issue date: August 20, 2018  
Closing Date: 4:00 PM on Sept 7th, 2018  
Closing location: SLRD Office (1350 Aster St.)  
Contact: Jeff Giffin

# Request for Proposals - Britannia Beach and Furry Creek Residential Curbside Refuse Collection

**Issue date:** August 20, 2018

**Closing Time and Date:** 4:00 PM on September 7<sup>th</sup>, 2018

## QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing, to the following contact person (the “Contact Person”).

Jeff Giffin, Director of Engineering Services  
Squamish-Lillooet Regional District  
Box 219, Pemberton, BC V0N 2L0  
E-mail: jgiffin@slrd.bc.ca

The Squamish-Lillooet Regional District (“SLRD”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the SLRD’s website ([www.slrd.bc.ca](http://www.slrd.bc.ca)). No verbal conversation will affect or modify the terms of this RFP.

## PROPOSERS’ SITE MEETING:

A Proposers’ site meeting will not be held.

## PROPOSER SECTION:

(A person authorized to sign on behalf of the Proposer **must** complete and sign below and submit this page as part of the Proposal.)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proposer agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proposer has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proposer agrees to be bound by statements and representations made in Proposal.**

*Legal Name of Proposer (include “Doing Business As” name, if applicable):* \_\_\_\_\_

*Address of Proposer:* \_\_\_\_\_

*Phone Number/Fax Number/Email Address of Proposer:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_

*Printed Authorized Representative’s Name and Title (i.e. President, Director, etc.):* \_\_\_\_\_

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proposers;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

# 1. Administrative Requirements

## A. Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

“Contractor” means the successful Proponent to this RFP who enters into a written Contract with SLRD;

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“SLRD” means the Squamish-Lillooet Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

## B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

## C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

## D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD’s website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD’s original file will prevail.

## E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

## F. Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the SLRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

## G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD’s intent is to enter into a Contract with

the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

## H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

## I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD’s option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

## J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

## K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

## L. Proponents’ Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

## M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the

Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

**O. Firm Pricing**

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

**P. Currency and Taxes**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

**Q. Completeness of Proposal**

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

**R. Subcontracting**

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

**S. Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**T. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

**U. Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule E.

**V. Liability for Errors**

While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

**W. Modification of Terms**

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

**X. Ownership of Proposals**

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.

**Y. Use of Request for Proposals**

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

**Z. Reciprocity**

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

**AA. No Lobbying or Solicitation**

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

**BB. Collection & Use of Personal Information**

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

## 2. INSTRUCTIONS TO PROPONENTS

### A. DESCRIPTION OF SERVICES

The SLRD is requesting Proposals from qualified firms to provide residential curbside refuse (garbage, recycling and organics) collection services for the communities of Britannia Beach and Furry Creek.

Please refer to **Section 3 – Project Details** for further information.

### B. TERM

The term of the Contract is to commence work no later than Oct 1st, 2018 and ends on September 30, 2023. The SLRD may renew the contract for up to two additional three-year terms, at the SLRD's sole discretion.

### C. RFP DOCUMENTS

The RFP document package is available:

1. For downloading in Portable Document Format (PDF) at:
  - the SLRD website at [www.slrd.bc.ca](http://www.slrd.bc.ca); and
  - [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District;

OR

2. In hard copy, **by request**, from the SLRD office at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 AM to 4:30 PM, Monday to Friday (excluding statutory holidays).

### D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing, to the Contact Person:

Jeff Giffin  
Squamish-Lillooet Regional District  
Box 219, Pemberton, BC  
V0N 2L0  
E-mail: [jgiffin@slrd.bc.ca](mailto:jgiffin@slrd.bc.ca)

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the SLRD's website ([www.slrd.bc.ca/](http://www.slrd.bc.ca/)). No verbal conversation will affect or modify the terms of this RFP.

### E. CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the SLRD on or before 4:00 p.m. local time on September 7<sup>th</sup>, 2018

Proposals will not be opened in public.

## F. PROPOSAL FORMAT

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering Proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative;
- Letter of Introduction (1 page), identifying the Proponent, the size of the firm, etc. to be signed by the person(s) authorized to sign on behalf of the Proponent;
- The body of the Proposal, including a completed Schedule "C".
- Proposals should detail the proponent's ability to deliver the Services.

## G. SUBMISSION OF PROPOSALS

Proposals must submitted to the SLRD in one of the following ways:

By courier to:  
Squamish-Lillooet Regional District  
1350 Aster Street,  
Pemberton, B.C.  
V0N 2L0  
Attention: Jeff Giffin

By mail to:  
Squamish-Lillooet Regional District  
Box 219  
Pemberton, B.C.  
V0N 2L0  
Attention: Jeff Giffin

By e-mail (PDF files) to:  
E-mail: [jgiffin@slrd.bc.ca](mailto:jgiffin@slrd.bc.ca)

## H. EVALUATION CRITERIA

The criteria for evaluation of the Proposals may include, but is not limited to:

- Corporate experience and references for similar projects, general reputation in the industry, capacity, resources, and professional qualifications;
- Approach, methodology and understanding of the SLRD's requirements;
- Total cost/fees (and hourly rates for extra work);
- Sustainability and value-added benefits.

The evaluation criteria will be used to determine the best overall value to the SLRD and may be applied on a comparative basis vis-à-vis each Proposal.

### 3. PROJECT DETAILS

#### A. OVERVIEW

The SLRD is requesting submissions for the provision of curbside refuse (garbage, recycling and organics) collection services in Britannia Beach and Furry Creek. Located in the SLRD's Electoral Area D, Britannia Beach and Furry Creek are unincorporated communities. The SLRD has provided contracted curbside garbage and recycling services in Britannia Beach since 2009 and in Furry Creek since 2012. The SLRD will be adding curbside organics collection to both communities, with the aim of reducing landfill-bound waste.

Britannia Beach and Furry Creek are growing communities, currently home to several hundred residents. As of June 2018, the SLRD provides collection services to 154 single-family households in Britannia Beach and 137 single-family households in Furry Creek through a contract that includes: the supply of containers, collection services and hauling services. These households are called the Roster.

As of March 1, 2018, the SLRD has enrolled the Britannia Beach and Furry Creek curbside recycling service with Recycle BC. The recycling service is a container-based, single stream curbside collection program, which at this time does not include glass, film and foam. As part of a new curbside agreement, the SLRD may require the contractor to adhere to Recycle BC's contamination and collection requirements, which are discussed in further detail below.

#### B. SCOPE OF WORK

Provide residential curbside garbage, recycling and organics collection services and hauling services in Britannia Beach and Furry Creek, including the supply of one garbage container, one recycling container and one organics container to each residence on the Roster in accordance with the Scope of Work attached as Schedule "B".

#### C. RECYCLE BC COLLECTION REQUIREMENTS

As of March 1, 2018, the SLRD has enrolled the Britannia Beach and Furry Creek curbside recycling service areas with Recycle BC via the Statement of Work for Curbside Collection Services Provided by Local Government dated March 1, 2018 ("**SOW**"). As part of this, Recycle BC imposes certain requirements related to contamination on the collection of recyclables.

Proposals should provide alternate pricing for the following scenarios as per Schedule "C":

**SCENARIO 1:** The Contractor will assume the obligations of the SLRD as set out in the SOW (attached as Schedule D of Schedule E):

**SCENARIO 2:** The Contractor will not assume any obligations of the SLRD as set out in the SOW (i.e. the Contractor will provide the services, and the SLRD will continue to assume all obligations as set out in the above sections of the SOW).

**SCENARIO 3:** Alternative proposals, as suggested by the Proponent, which result in the full or partial assumption of obligations as set out in the above sections of the SOW and/or the implementation of container tagging or other educational strategies to reduce contamination in recycling loads.

Furthermore, the Contractor will collect and supply the SLRD with monthly reports to ensure compliance with Recycle BC's reporting requirements. These requirements include maintaining a record of customer complaints and compiling the weight of recyclables collected.

#### D. TERMS OF PAYMENT

The Contractor will invoice the SLRD no more than once per month during the term of the contract. Services provided to Britannia Beach and Furry Creek will be invoiced separately (i.e. one invoice per month for each community).

#### D. COSTS

A financial proposal detailing all costs to complete the scope of work as set out in Schedule "B" is to be included with the proposal submission. Proponents must submit a completed Schedule "C" with their proposals. Pricing is to be broken into components as per below.

- 1) Servicing fee (price per household per month) is required with any annual increases tied to the BC Consumer Price Index, and without limiting the generality of the foregoing, including all charges for:
  - a) Provision of 65 gallon garbage, recycling, and organics containers (3 containers);
  - b) Cost per month per household to upsize recycling and organics containers to 95 gallon containers;
  - c) Credit per month per household to downsize, garbage, recycling and organics containers to 35 gallon containers;
  - d) Container maintenance/replacement;
  - e) Transportation and hauling;
  - f) Office/staff expenses (i.e. administrative overhead);
  - g) Reporting requirements (i.e. garbage, recycling and organics weight data); and
  - h) Taxes.

***Note: Tipping fees will be reimbursed by the SLRD to the Contractor upon the Contractor providing receipts to the SLRD from SLRD approved drop off and disposal facilities.***

### 4. GENERAL CONDITIONS

#### A. INSURANCE

The Proponent must have the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000 per occurrence and in the aggregate, naming the SLRD as additional insured;

- Automotive liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than \$5,000,000 per occurrence for bodily injury, death and damage to property; and
- Proponent's equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.

**B. WORKSAFEBC**

The Proponent must have WorkSafeBC coverage.

**C. COMPLIANCE**

The work to be carried out must comply with and be in accordance with all provincial and local government laws, regulations and policies.

**D. INDEMNITY**

Except to the extent arising out of the negligent acts or omissions of the SLRD, the Proponent/Contractor will release, indemnify and save harmless the SLRD from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor in the performance of the Services. This release and indemnity shall survive notwithstanding the completion of the Services and/or the expiry or termination of the agreement.

The indemnity provided by the Proponent to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act.

**5. SCHEDULES**

SCHEDULE "A" – Acknowledgment Letter

SCHEDULE "B" – Scope of Work

SCHEDULE "C" – Costs

SCHEDULE "D1" – Britannia Beach Refuse Service Area Map

SCHEDULE "D2" – Furry Creek Refuse Service Area Map

SCHEDULE "E" – Draft Services Agreement

**SCHEDULE “A” – ACKNOWLEDGMENT LETTER**

*[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals – Britannia Beach and Furry Creek Curbside Refuse Collection.]*

We presently intend to provide a Proposal in respect of the Request for Proposals – Britannia Beach and Furry Creek Curbside Refuse Collection.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company/Business Name

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Return immediately to:  
Jeff Giffin  
Squamish-Lillooet Regional District  
P.O. Box 219, 1350 Aster Street  
Pemberton, BC, V0N 2L0  
Email: [jgiffin@slrd.bc.ca](mailto:jgiffin@slrd.bc.ca)

## **SCHEDULE “B” – SCOPE OF WORK**

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**See “Schedule A – Scope of Services” and  
“Schedule B – Reporting Requirements”  
in the draft Services Contract attached to this RPF as Schedule E**

**SCHEDULE “C” – COSTS**

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Proponents complete this form and submit with other proposal documents.

The rates per residence on the Roster for residential collection service are based on the size of collection containers, as follows: *(Note: Rates below are for servicing only and are exclusive of tipping fees which are to be collected and invoiced separately for reimbursement)*

Rates for *default sizes*:

Garbage Container:	65 gallon (246 litres)
Recycling Container:	65 gallon (246 litres)
Organics Container:	65 gallon (246 litres)

Total cost per month (*default sizes*) = \$ \_\_\_\_\_ per residence on the Roster (please note that there are currently 154 residents in Britannia Beach and 137 residents in Furry Creek on the roster; additional residences may be added to the Roster during the term of the Contract).

Credits/costs for *optional sizes* (if requested by the owner/occupant of the residence on the Roster in accordance with the terms of this agreement):

- Credit to downsize to 35 gallon Garbage Container:  
\$ \_\_\_\_\_ per month/residence
- Credit to downsize to 35 gallon Recycling Container:  
\$ \_\_\_\_\_ per month/residence
- Credit to downsize to 35 gallon Organics Container:  
\$ \_\_\_\_\_ per month/residence
- Cost to upsize to 95 gallon Recycling Container:  
\$ \_\_\_\_\_ per month/residence
- Cost to upsize to 95 gallon Organics Container:  
\$ \_\_\_\_\_ per month/residence

Cost to replace Totes if lost/stolen

35 Gallon \$ \_\_\_\_\_      65 Gallon \$ \_\_\_\_\_      95 Gallon \$ \_\_\_\_\_

- Fixed price includes the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, traffic control, services, packing and crating (where applicable), import and export duties, freight, handling, transportation, insurance, all



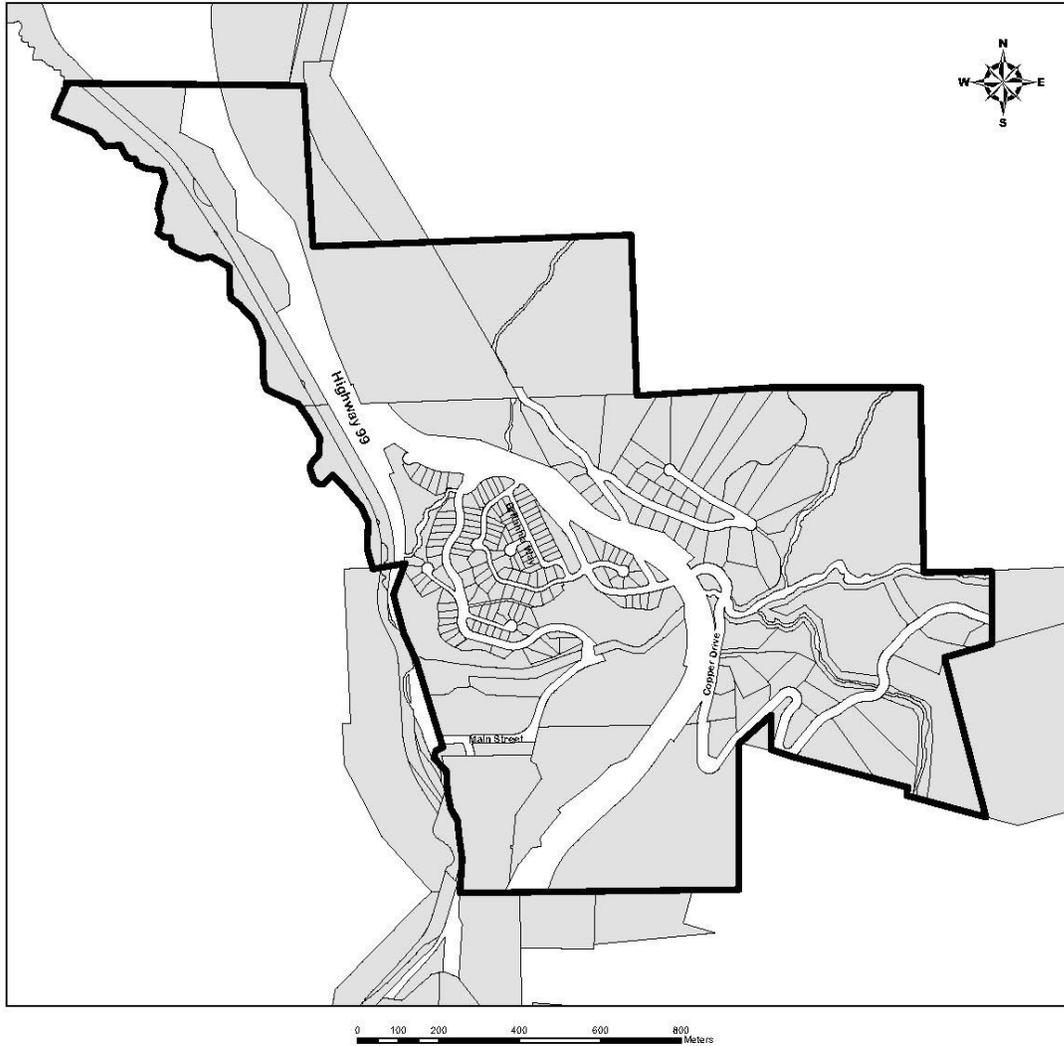
other associated or related charges, federal, provincial and municipal taxes, bonding costs (where applicable), licenses, permits, inspections and all other requirements necessary for the commencement, performance and completion of the Services, but for clarity, does not include tipping fees.

**SCHEDULE "D1" - Britannia Beach Refuse Service Area**



**Britannia Beach Refuse Disposal  
Service Establishment Bylaw**

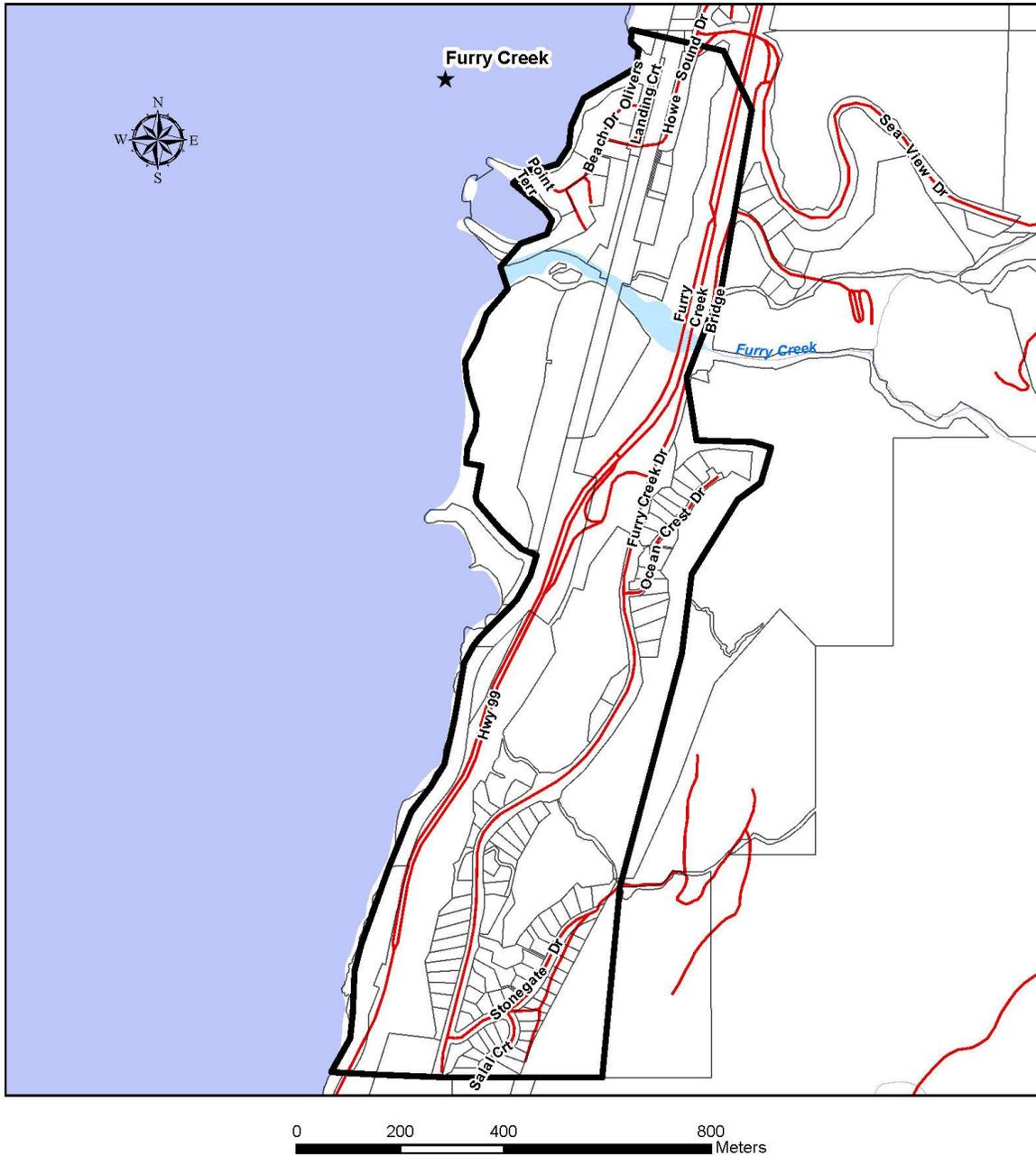
Squamish Lillooet Regional District Bylaw No. 1540-2017  
Amending Bylaw No. 1030-2006  
"Schedule "B"



SCHEDULE "D2" - Furry Creek Refuse Service Area



Furry Creek Refuse Disposal  
Service Establishment Area





**SCHEDULE "E" - DRAFT SERVICES AGREEMENT**

**DRAFT SERVICES AGREEMENT**

**RESIDENTIAL CURBSIDE GARBAGE, RECYCLING MATERIALS, AND ORGANICS WASTE  
COLLECTION (FURRY CREEK AND BRITANNIA BEACH)**

BETWEEN:

**SQUAMISH-LILLOOET REGIONAL DISTRICT**

AND:

\_\_\_\_\_

WHEREAS the Squamish-Lillooet Regional District wishes to engage \_\_\_\_\_ for the provision of certain refuse collection services as described in the Request for Proposals – Furry Creek and Britannia Beach Residential Curbside Refuse Collection issued by the Squamish-Lillooet Regional District on August 20th, 2018; and

WHEREAS \_\_\_\_\_ wishes to provide such services to the Squamish-Lillooet Regional District in accordance with the terms and conditions of this Agreement;

NOW THEREFORE this indenture witnesses that for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**DEFINITIONS**

1. In this Agreement, the following words have definitions as set out below:

- (a) “**Contractor**” means \_\_\_\_\_;
- (b) “**CPI**” means the British Columbia Consumer Price Index as published by Statistics Canada;
- (c) “**Fixed Costs**” means all costs except tipping fees; including but not limited to the provision of garbage, recycling and organics containers, container maintenance/replacement, transportation and hauling, office/staff expenses (i.e. administrative overhead) reporting requirements (i.e. garbage, recycling, and organics weight data).
- (d) “**Garbage**” is what remains in the residential solid waste stream after Recycling Materials and Organics Waste have been separated out but does not include Unacceptable Waste;
- (e) “**Garbage Container**” means the container of Garbage;
- (f) “**Municipal Solid Waste**” is Garbage, Recycling Materials, and Organics Waste;

- (g) “**Organics Container**” is the container of Organics Waste;
- (h) “**Organics Waste**” is residential food scraps and yard/garden clippings.
- (i) “**Recycle BC**” is MMBC Recycling Inc./Recycle BC;
- (j) “**Recycling Container**” is the container of Recycling Materials;
- (k) “**Recycling Materials**” is residential single-stream printed paper and packaging in Category 1, Category 2, Category 3(a), Category 3(b), Category 6, and Category 7 as set out in the SOW;
- (l) “**Reporting Duties**” are as set out in Schedule “B” of this Agreement;
- (m) “**Roster**” means the list of residences in Britannia Beach and Furry Creek in respect of which the Contractor provides curbside collection services;
- (n) “**Refuse**” means Garbage, Recycling Materials and Organics Waste;
- (o) “**SOW**” is the Statement of Work for Curbside Collection Services Provided by Local Government, as entered into between Recycle BC and the SLRD, in respect of the Recycling Materials, which is attached as Schedule “D” of this Agreement;
- (p) “**Services**” are as set out in Schedule “A” of this Agreement and include all the acts, services and work necessary to achieve the Services;
- (q) “**Service Provider**” is the SLRD designated post-collection service provider for Recycling Materials, as identified by Recycle BC;
- (r) “**SLRD**” means Squamish-Lillooet Regional District;
- (s) “**Term**” has the meaning ascribed in section 9 of this Agreement;
- (t) “**Unacceptable Waste**” is items/waste not accepted as part of the Services and includes but is not limited to:
  - (i) liquid waste;
  - (ii) soil;
  - (iii) brick, stone, or concrete;
  - (iv) construction waste;
  - (v) hot ashes;
  - (vi) explosives;
  - (vii) wastes containing toxic residue;
  - (viii) invasive species, as defined by provincial legislation;
  - (ix) highly combustible materials; and
  - (x) items unable to fit in the Garbage Container.

- (u) **“Tipping fees”** means tipping fees paid by the Contractor to the applicable SLRD approved drop off and disposal facilities to dispose of garbage, recycling and organics.
- (v) **“Wildlife Attractant Bylaw”** is Squamish-Lillooet Regional District Wildlife Attractant Bylaw No. 1551-2018 as may be amended from time to time.

## **SERVICES TO BE PERFORMED**

2. The Contractor will perform the Services.
3. The Contractor will perform the Reporting Duties.
4. The Contractor will comply with the requirements of the Wildlife Attractant Bylaw regarding the supply and repair of wildlife resistant containers and will comply with such other bylaws as from time to time relate to waste collection or recycling, provided that the SLRD will give reasonable notice of any such proposed bylaws.
5. The Contractor will work in collaboration with the SLRD to attain objectives identified in the SLRD Solid Waste and Resource Management Plan as may be amended/updated from time to time (a copy of which has been provided to the Contractor) within the confines of this Agreement.
6. The Contractor will provide the Services under all-weather conditions, the only exception will be in the case of an Act of God, such as a flood or exceptionally heavy snowfall, which prevents the carrying out of such Services. Services will only be temporarily discontinued with the permission of the SLRD and will resume at the earliest possible time. Notice of such disruption will be provided by the Contractor to the SLRD as soon as possible after the disruption is known.
7. The SLRD will not be responsible for towing charges or damages which may occur to the Contractor and/or its vehicles and equipment as a result of road conditions.
8. The Contractor will provide on or before October 31 of each year a collection calendar for the following calendar year setting out the collection days and will maintain collection of Municipal Solid Waste on all statutory holidays except for Christmas Day and New Year’s Day, and the Contractor will reschedule pickups in respect of each of such days on an alternate working day immediately before or after, as stated in the collection calendar.

## **TERM**

9. This Term of this Agreement commences on October 1st, 2018 and ends on September 30th, 2023, unless terminated earlier in accordance with this Agreement. No later than 90 days before the end of the initial term (or before the end of the first renewal term if the first option to renew has been exercised), the SLRD in its sole discretion may renew this Agreement for a maximum of two (2) additional three (3) year terms on the same terms except for adjustment as to the remaining number of renewal terms.

## **WARRANTY AS TO QUALITY OF SERVICES AND PERFORMANCE**

10. The Contractor represents and warrants to the SLRD that it will perform the Services:

- (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices;
- (c) in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association; and
- (d) with personnel who have the education, training, skill, and experience necessary to perform the Services;
- (e) in such a way that the loads collected in respect of the Roster will not be comingled with loads in respect of any other contracts that the Contractor may be a party to and that by ensuring there is no comingling, preserves the accuracy of the volume measurements upon which the tipping fees are determined,

and the Contractor acknowledges and agrees that the SLRD has entered into this Agreement relying on the representations and warranties in this section.

## **PAYMENT**

11. In consideration of the Services performed by the Contractor to the satisfaction of the SLRD and in strict conformance with the terms hereof, the SLRD will pay the Contractor the rates prescribed in Schedule "C" plus applicable taxes in accordance with this Agreement.

12. The rates as set out in Schedule "C" will be increased as follows:

- (a) as of January 1, 2020 and thereafter as of January 1 of each subsequent year for the remainder of the Term (and renewal term(s) if applicable), by one-half of the net change in the CPI for consumer prices for the previous year (at December 31 of the previous year), provided that if the CPI for consumer rates as at December 31 of that year is a negative result, the effective increase applied will be zero percent (0.0%).

13. Not more than once each month, the Contractor may deliver an invoice to the SLRD, in respect of the immediately preceding month, setting out the aggregate amount claimed for Services performed in that preceding month, provided that such invoice clearly separates out the separate services performed for Britannia Beach and the services performed for Furry Creek (or via separate invoices – one for Britannia Beach and one for Furry Creek).

14. Tipping fees incurred by the Contractor in respect of the Roster will be reimbursed by the SLRD upon the submission to the SLRD by the Contractor of receipts from an SLRD approved drop off and disposal facilities.
15. The SLRD will, to the extent it is satisfied the fees are for Services performed by the Contractor and subject to sections 16, 17 and 18 and subject to any right of set-off that the SLRD may have, pay the Contractor the amount claimed in the invoice delivered in accordance with sections 13 and 14, within 30 days after delivery of the invoice to the SLRD.

#### **TERMINATION OF SUSPENSION AT THE DISCRETION OF THE SLRD**

16. Despite any other section of this Agreement, the SLRD may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the SLRD terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the SLRD for the period between the end of the time period for which the last invoice was delivered by the Contractor under sections 13 and 14 and the effective date of termination or suspension. The SLRD, to the extent that it is satisfied the amount claimed is for Services performed by the Contractor, pay the Contractor the amount claimed in such invoice, within 30 days after delivery of such invoice to the SLRD. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.
17. Without limiting any other right or remedy available to the SLRD, if the SLRD determines that any obligation of the Contractor under this Agreement has not been satisfactorily performed, the SLRD may give verbal or written notice of that fact to the Contractor. If the Contractor fails to satisfactorily perform that obligation within 8 hours after the notice is given, the SLRD will have the right to have the work performed by others and to deduct full compensation for all costs incurred and for all damages suffered from the next payment due the Contractor.

#### **TERMINATION FOR BREACH**

18. Despite any other section of this Agreement, the SLRD may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:
  - (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the SLRD, the Contractor has not cured the breach or is not, to the satisfaction of the SLRD in its sole discretion, diligently pursuing a cure for the breach; or
  - (b) becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the

Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the SLRD, if the SLRD terminates all or any part of the Services under this section, the SLRD may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the SLRD for any expenses reasonably and necessarily incurred by the SLRD in engaging the services of another person to perform those Services. The SLRD may set off against, and withhold from amounts due to the Contractor such amounts as the SLRD determines, acting reasonably, are necessary to compensate and reimburse the SLRD for the expenses described in this section.

## **INSURANCE AND WORKSAFEBEC**

19. The Contractor will maintain throughout the Term:

- (a) Automotive liability insurance coverage (owned and non-owned vehicles) in an amount not less than five million (\$5,000,000).
- (b) Equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.
- (c) Comprehensive general liability insurance coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than five million (\$5,000,000) per occurrence and in the aggregate and meet the following requirements:
  - (i) name the SLRD as additional insured;
  - (ii) include that the SLRD is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
  - (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (iv) be primary and non-contributing with respect to any policies carried by the SLRD and will provide that any coverage carried by the SLRD is in excess coverage;
  - (v) not be cancelled or materially changed without the insurer providing the SLRD with 30 days written notice stating when such cancellation or change is to be effective;

- (vi) include a deductible not greater than \$5,000.00 per occurrence;
- (vii) include a cross liability clause; and
- (viii) be on other reasonable terms acceptable to the SLRD.

The Contractor will provide the SLRD with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the SLRD. If the Contractor's insurance will expire or terminate before the end of the Term, the Contractor will deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements, and those related to WorkSafeBC pursuant to sections 20, 21 and 22, do not in any way reduce the Contractor's obligations to release and indemnify the SLRD as set out in section 30 of this Agreement.

- 20. The Contractor will provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the SLRD from time to time throughout the Term. The Contractor will remain in good standing with WorkSafeBC throughout the Term. The Contractor is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.
- 21. The Contractor must take all precautions reasonably necessary to ensure the safety of the Contractor's personnel and all persons employed, contracted or subcontracted by the Contractor to perform the Services.
- 22. The Contractor is designated as the prime contractor on site.

## **CONFIDENTIAL INFORMATION**

- 23. Except as required by law, the Contractor will not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

## **RECORDS**

- 24. In addition to any other requirements set out in this Agreement, the Contractor will:
  - (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the SLRD, which may make copies and take extracts from the accounts and records;

- (b) keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the SLRD, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the SLRD and must furnish the SLRD with such information as the SLRD may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in subsections 24(a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

25. If the SLRD terminates all or part of the Services under this Agreement, the Contractor will immediately deliver to the SLRD, without request, all Services-related documents in the Contractor's possession or under its control.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

26. By this section, the Contractor irrevocably grants to the SLRD the unrestricted licence for the SLRD to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services.

#### **AGREEMENT FOR SERVICES**

27. This is an agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the SLRD as an employee or agent of the SLRD. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the SLRD in any way.

#### **CONFLICT OF INTEREST**

28. The Contractor will not perform, for gain, any services for any person other than the SLRD, or have an interest in any contract other than this Agreement, if the SLRD determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the SLRD under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the SLRD under this Agreement and the Contractor's pecuniary interest.

## **ASSIGNMENT OR SUBCONTRACTING**

29. The Contractor will not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the SLRD, such consent may be unreasonably withheld. The SLRD may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the SLRD does not relieve the Contractor from any obligation already incurred or accrued under this Agreement or impose any liability upon the SLRD.

## **RELEASE AND INDEMNIFICATION**

30. Except to the extent arising out of the negligent acts or omissions of the SLRD and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor will release, indemnify and save harmless the SLRD and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, subcontractors or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement

## **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

31. The Contractor understands that the SLRD is subject to the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Contractor to the SLRD in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.
32. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the SLRD under the Freedom of Information and Protection of Privacy Act and the SLRD may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the SLRD in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment

## **NOTICE**

33. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the SLRD:  
Squamish-Lillooet Regional District

1350 Aster Street, Box 219  
Pemberton, B.C. V0N 2L0  
Fax Number: (604) 894-6526  
E-mail Address: [jgiffin@slrd.bc.ca](mailto:jgiffin@slrd.bc.ca)  
Attention: Jeff Giffin, Director of Engineering Services

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

**GENERAL PROVISIONS**

- 34. Time is of the essence of this Agreement.
- 35. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.
- 36. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.
- 37. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
- 38. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.
- 39. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together

will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

40. Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

41. Reference to a month is a reference to a calendar month; and

42. Section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**SQUAMISH-LILLOOET REGIONAL DISTRICT** by its authorized signatory:

\_\_\_\_\_  
Lynda Flynn  
Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_ by its  
authorized signatory:

\_\_\_\_\_

\_\_\_\_\_  
Date

Schedules to the Agreement:

- A - Scope of Services
- A1 - Garbage - Details
- A2 - Recycling Materials - Details
- A3 - Organics Waste - Details
- B - Reporting Requirements
- C - Rates
- D - Recycle BC Statement of Work (SOW)

**Schedule "A"**  
**Scope of Services**

1. The Contractor will supply, exchange, and repair the Garbage Containers, the Recycling Containers, and the Organics Containers in respect of the residences on the Roster.
2. The Contractor will provide curbside collection of the following once every two (2) weeks in respect of the residences on the Roster:
  - (a) Garbage in accordance with Schedule A1 of this Agreement;
  - (b) Recycling Materials in accordance with Schedule A2 of this Agreement; and
  - (c) Organics Waste in accordance with Schedule A3 of this Agreement.

Curbside means within one metre of the private road or public street from which collection is being made.

3. The Contractor will undertake curbside collection in an orderly, non-disruptive and quiet manner and will return all containers with their lids closed in their set-out location in an orderly manner. Location of containers will not block sidewalks, driveways, or on street parking.
4. The Contractor will transport and deliver as follows:
  - (a) the collected Garbage in accordance with Schedule A1 of this Agreement;
  - (b) the collected Recycling Materials in accordance with Schedule A2 of this Agreement; and
  - (c) the collected Organics Waste in accordance with Schedule A3 of this Agreement.
5. The Contractor will supply all equipment and labour required for the fulfillment of the Services and the Contractor's obligations under this Agreement.

## Schedule A1 – Garbage - Details

1. The Contractor will:
  - (a) supply to each residence on the Roster one Garbage Container that:
    - (i) meets the specifications of the Squamish-Lillooet Regional District Wildlife Attractant Bylaw No. 1551-2018 for being wildlife resistant; and
    - (ii) as directed by the SLRD, is one of the following two sizes:
      - 35 gallon (132 litres) - *optional size*
      - 65 gallon (246 litres) - *default size*
  - (b) subject to section 2 of this Schedule A1, collect a maximum of one (1) Garbage Container per residence on the Roster;
  - (c) transport and deliver the Garbage to an SLRD approved disposal facility, in accordance with the instructions of the SLRD's Director of Engineering Services;
  - (d) pay all costs associated with the collection, transportation, delivery, transfer, and/or disposal of the Garbage to the SLRD approved disposal facility;
  - (e) be responsible for repair and maintenance costs related to wear and tear associated with the use and operation of the Garbage Containers;
  - (f) be responsible for billing and collecting payment directly from the owner/occupier of the residence on the Roster, where the Garbage Container needs to be replaced due to damage caused by such owner/occupier.
2. At the request of the owner/occupier of the residence on the Roster and up to once per calendar year per residence on the Roster, the Contractor will exchange the Garbage Container for one of a larger or smaller size (as may be applicable) based on sizes set out in section 1(a)(ii) of this Schedule A1.

Schedule A2 - Recycling Materials - Details

1. The Contractor will:

- (a) supply to each residence on the Roster a Recycling Container that,
  - (i) meets the specifications of the Squamish-Lillooet Regional District Wildlife Attractant Bylaw No. 1551-2018 for being wildlife resistant; and
  - (ii) as directed by the SLRD, is one of the following three sizes:
    - 35 gallon (132 litres) - *optional size*
    - 65 gallon (246 litres) - *default size*
    - 95 gallon (360 litres) - *optional size*
- (b) transport and deliver the Recycling Materials to the Service Provider;
- (c) pay all costs associated with collection, transportation, delivery, sorting, processing, transfer and disposal of the residential recycling materials;
- (d) be responsible for repair and maintenance costs related to wear and tear associated with the use and operation of the Recycling Containers;
- (e) be responsible for billing and collecting payment directly from the owner/occupier of the residence where the Recycling Container needs to be replaced due to damage caused by such owner/occupier;
- (f) submit to the SLRD, on a monthly basis and on an annual basis, complete records regarding the collection of the recycling materials.

2. The Contractor will assume the \_\_\_\_\_ of the SLRD as set out in the RFP (i.e. the Scenario on which costing was provided).

3. At the request of the owner/occupier of the residence and up to once calendar year per residence on the Roster, the Contractor will exchange the Recycling Container for one of a larger or smaller size (as may be applicable) based on sizes as set out in section 1(a)(ii) of this Schedule A2.

### Schedule A3 - Organics Waste - Details

1. The Contractor will:
  - (a) supply to each residence on the Roster an Organics Container that:
    - (i) meets the specifications of the Squamish-Lillooet Regional District Wildlife Attractant Bylaw No. 1551-2018 for being wildlife resistant; and
    - (ii) as directed by the SLRD, is one of the following three sizes:
      - 35 gallon (132 litres) - *optional size*
      - 65 gallon (246 litres) - *default size*
      - 95 gallon (360 litres) - *optional size*
  - (b) subject to section 3 of this Schedule A3, collect a maximum of one (1) Organics Container per residence on the Roster;
  - (c) will transport and deliver the contents of the Organics Container to the SLRD approved receiving facility, in accordance with the instructions of the SLRD's Director of Engineering Services;
  - (d) will pay all costs associated with the collection, transportation, delivery, transfer, and disposal of the Organics Waste;
  - (e) be responsible for repair and maintenance costs related to wear and tear associated with the use and operation of the Organics Containers;
  - (f) be responsible for billing and collecting payment directly from the owner/occupier of the residence where the Organics Container needs to be replaced due to damage caused by such owner/occupier; and
  - (g) submit to the SLRD, on a monthly basis and on an annual basis, complete records regarding the collection of the Organics Containers.
2. The collection of the contents of the Organics Container will be in accordance with the requirements and restrictions of the SLRD approved receiving facility.
3. No materials that are collected as part of the Organics Waste program shall be deposited anywhere other than the SLRD approved processing facility without the prior written approval of the SLRD's Director of Engineering Services

## **Schedule “B” – Reporting Requirements**

1. On an annual basis, the Contractor will provide the SLRD with greenhouse gas emissions data for storage, recycling and composting facilities operated by the Contractor and used in the provision of garbage collection and recycling services provided to the SLRD under the terms of this Agreement.
2. On an annual basis, the Contractor will provide the SLRD with monthly tonnage data from all three waste streams (garbage, recycling materials, and organics waste) from the combined waste streams of Britannia Beach and Furry Creek.
3. Within 72 hours of receipt, the Contractor will notify the SLRD of any requests from customers on the Roster to upsize or downsize containers.
4. On an annual basis, within 3 weeks of receiving from the SLRD a spreadsheet detailing the Services provided to each residence on the Roster, the Contractor will review the spreadsheet, identify service level changes to the residences on the Roster, and return the spreadsheet as marked up by the Contractor to the SLRD. This process is intended to assist in reconciling the SLRD’s records with the Contractor’s records.
5. The Contractor will provide reporting to the SLRD as and where required by Recycle BC’s Master Services Agreement.
6. The Contractor will advise the SLRD of any chronic or significant non-compliance with Section 4. Solid Waste of the Wildlife Attractant Bylaw.

**Schedule "C" - Rates**

The rates per residence on the Roster for residential collection service are based on the size of collection containers, as follows: (Note: Rates below are for servicing only and are exclusive of tipping fees which are to be collected and invoiced separately for reimbursement)

Rates for *default sizes*:

- Garbage Container: 65 gallon (246 litres)
- Recycling Container: 65 gallon (246 litres)
- Organics Container: 65 gallon (246 litres)

Total cost per month (*default sizes*) = \$ \_\_\_\_\_ per residence on the Roster (please note that there are currently 154 residents in Britannia Beach and 137 residents in Furry Creek on the roster; additional residences may be added to the Roster during the term of the Contract).

Credits/costs for *optional sizes* (if requested by the owner/occupant of the residence on the Roster in accordance with the terms of this agreement):

- o Credit to downsize to 35 gallon Garbage Container:  
\$ \_\_\_\_\_ per month/residence
- o Credit to downsize to 35 gallon Recycling Container:  
\$ \_\_\_\_\_ per month/residence
- o Credit to downsize to 35 gallon Organics Container:  
\$ \_\_\_\_\_ per month/residence
- o Cost to upsize to 95 gallon Recycling Container:  
\$ \_\_\_\_\_ per month/residence
- o Cost to upsize to 95 gallon Organics Container:  
\$ \_\_\_\_\_ per month/residence

Cost to replace Totes if lost/stolen

35 Gallon \$ \_\_\_\_\_      65 Gallon \$ \_\_\_\_\_      95 Gallon \$ \_\_\_\_\_

- Fixed price includes the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, traffic control, services, packing and crating (where applicable), import and export duties, freight, handling, transportation, insurance, all other associated or related charges, federal, provincial and municipal taxes, bonding costs (where applicable), licenses, permits, inspections and all other requirements necessary for the commencement, performance and completion of the Services, but for clarity, does not include tipping fees.

**Schedule “D” – Recycle BC’s SOW**

**SCHEDULE 2.1(a)**  
**STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT**

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between Squamish-Lillooet Regional District (“**Contractor**”) and MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) made as of November 30, 2013 (the “**Agreement**”). The effective date of this Statement of Work (the “**SOW Effective Date**”) is March 1, 2018.

**SECTION 1. Interpretation**

1.1 Definitions. In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

“**Agreement**” has the meaning set out on the first page of this Statement of Work.

“**Container**” means any blue bin, reusable bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

“**Corrugated Cardboard**” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

“**Curb**” or “**Curbside**” means a location within one (1) metre of the Public Street or Private Road.

“**Curbside Collection**” has the meaning set out in Section 2.1.

“**Curbside Household**” means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

“**Customer**” means residents of Curbside Households within the Service Area.

“**Designated Post-Collection Service Provider**” means the delivery point, designated by Recycle BC, for the Contractor-collected In-Scope PPP.

“**In-Scope PPP**” means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“**Industrial, Commercial and Institutional**” or “**ICI**” means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“**Missed Collection**” means failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer’s scheduled collection day by the appointed set out time.

“**Non-PPP Items**” means any material that is not In-Scope PPP.

“**Private Road**” means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

“**Public Street**” means a public right-of-way used for public travel, including public alleys.

“**Service Area**” means the geographic area delineated in Attachment 2.1.1.

“**Service Commencement Date**” means March 1, 2018.

“**SOW Effective Date**” has the meaning set out on the first page of this Statement of Work.

“**SOW Services**” has the meaning set out in Section 2.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

## **SECTION 2. Services**

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the “**SOW Services**”):

2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the “**Curbside Collection**”) and in accordance with the terms of the Agreement and this SOW.

### 2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

### 2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers’ Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP

Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

#### 2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, Recycle BC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

#### 2.1.4 Containers.

- (a) Contractor will, at Contractor's cost provide Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by Recycle BC.

- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to Recycle BC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided Recycle BC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
  - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
  - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in single-use bags, Contractor will not change to collecting In-Scope PPP in a Container that is a single-use bag without Recycle BC's prior written approval.
- (h) Where Contractor collects In-Scope PPP in single-use bags, Contractor will comply with the following:
  - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
  - (ii) Contractor will deliver Containers to Customers within eighteen (18) months following the Service Commencement Date and will not collect In-Scope PPP in single-use bags thereafter.

2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service

Provider or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.

- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.
- (d) Recycle BC may change the Designated Post-Collection Service Provider upon 30 days' notice. If Recycle BC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, Recycle BC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

#### 2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor

will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or Recycle BC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will immediately notify the Recycle BC-designated spill coordinator of any spills that enter ground-water or drainage systems.

#### 2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

#### 2.1.8 Pilot programs.

- (a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

### 2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following Services.

#### 2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.

- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

#### 2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.
- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

#### 2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

#### 2.3 Promotion and Education.

2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.

2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

2.4 Transition and Implementation Services. Contractor will, beginning on the SOW Effective Date, develop, with Recycle BC's input and prior written approval, and submit to Recycle BC no later

than two weeks after the SOW Effective Date, a transition and implementation plan (the “**Transition and Implementation Plan**”) for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

### **SECTION 3. Performance Standards and Operational Requirements**

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
  - 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
  - 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
  - 3.3.1 Service Delivery Reporting
    - (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
    - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.

- (c) maintain the following records, and such other records as may be requested by Recycle BC:
  - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
  - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
  - (iii) Notices left for Customers.
- (d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request, and if requested by Recycle BC, will provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period.
- (e) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

### 3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "**Claim Information**");
- (b) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.
- (c) At Recycle BC's discretion, claim reporting may be assigned to the Designated Post-Collection Service Provider.
- (d) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC by the Designated Post-Collection Service Provider, and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five (5) days of the claim summary being issued.
- (e) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to the Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).

- 3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

#### **SECTION 4. SOW Term**

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until the expiry of a five (5) year period following the SOW Effective Date. Recycle BC may extend this Statement of Work for up to two (2) further periods of one (1) year each, by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

#### **SECTION 5. Fees**

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

#### **SECTION 6. Additional Terms**

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by Recycle BC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

**MMBC RECYCLING INC.**

**SQUAMISH-LILLOOET REGIONAL DISTRICT**

Per: \_\_\_\_\_  
(I have authority to bind Recycle BC)

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

Name: \_\_\_\_\_  
(Please Print)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)  
DESIGNATED SERVICE AREA**

1. Under this Statement of Work,
  - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 287; and
  - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:

**Unincorporated areas of Britannia Beach and Furry Creek**

**ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)**  
**IN-SCOPE PPP**

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- PPP in Category 8, segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)  
SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	<b>Service Level Failure</b>	<b>Service Level Failure Credit</b>												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by Recycle BC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the " <b>Per Load Amount</b> " will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table: <table border="1" data-bbox="1024 1205 1430 1463"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>10,000+</td> <td>\$5,000</td> </tr> <tr> <td>5,000-9,999</td> <td>\$3,750</td> </tr> <tr> <td>2,500-4,999</td> <td>\$2,500</td> </tr> <tr> <td>499-2,499</td> <td>\$1,250</td> </tr> <tr> <td>0-499</td> <td>\$500</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by Recycle BC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of Recycle BC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 135 kilograms per

Curbside Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection within six (6) months of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

**ATTACHMENT 5 TO SCHEDULE 2.1(a)  
FEES**

1. In this Attachment, the following terms will have the following meaning:

**“Bonus Period”** means each 365 day period during the SOW Term, commencing on May 19 and ending on to May 18 of the following year, except that the first Bonus Period will commence on the Service Commencement Date and end on the first occurrence of May 18.

**“Curbside Household Baseline”** means the number of Curbside Households in Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

**“Curbside ICI Baseline”** means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

2. In consideration for Contractor’s performance of the SOW Services Recycle BC will pay Contractor:

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

<b>Curbside Collection Financial Incentive</b>		
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$32.00
<input checked="" type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$34.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$35.00
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$37.00
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$39.00

(b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services pursuant to this Agreement in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	<b>Top Up available to local governments accepting Curbside Collection incentive</b>	<b>\$ per Curbside Household per Year</b>
<input checked="" type="checkbox"/>	Resident Education Top Up	\$0.75
<input checked="" type="checkbox"/>	Depot Top Up	\$0.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$2.50

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

<b>Curbside Collection Financial Incentive</b>	
<input type="checkbox"/>	Category 8 - Glass Packaging
	\$ per Tonne
	\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the Curbside Household Baseline, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the Curbside Household Baseline and the approved claims submitted for the Bonus Period. The annual performance bonus, if any, will be paid no later than 30 days after the contract anniversary date.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under this Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected during Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (c), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

<b>Curbside Collection Performance Bonus</b>				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	<b>\$ per Curbside Household per Bonus Period</b>			
	\$1.00	\$2.00	\$3.00	\$4.00

3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by Recycle BC, Contractor will, in good faith, report and attest (in a form acceptable to Recycle BC) to the then-current number of:
  - (i) Curbside Households in the Service Area;
  - (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
  - (iii) Curbside Households per hectare in the Service Area.
- (b) Recycle BC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
  - (i) A single family dwelling is considered one (1) Curbside Household;
  - (ii) A laneway house is considered one (1) Curbside Household;
  - (iii) A duplex is considered two (2) Curbside Households;
  - (iv) A triplex is considered three (3) Curbside Households;
  - (v) A fourplex is considered four (4) Curbside Households;
  - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
  - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.