



RECYCLING COLLECTION SERVICES AGREEMENT

THIS AGREEMENT made as of this 1 day of October, 2015.

BETWEEN:

THE CITY OF MOOSE JAW, a city continued pursuant to *The Cities Act* of Saskatchewan (the "City")

-and-

LORAAS DISPOSAL SERVICES LTD., a body corporate incorporated under the laws of and registered to carry on business in the Province of Saskatchewan (the "Supplier")

WHEREAS:

- A. The City wishes to make the transition from its bulk recycling program to a combined residential curb-side and bulk residential program in an efficient and reliable manner;
- B. The City issued an Request for Proposals (the "RFP") relating to the collection, transporting and processing of municipal residential recycling waste and wishes to retain the services of a third party to provide the Services;
- D. The Supplier has responded to the RFP and has been identified as the successful proponent pursuant to the terms and conditions of the RFP to provide the Services to the City; and
- E. The City wishes to have the Supplier provide the Services and the Supplier has agreed to do so, all in accordance with terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Supplier each agree with the other as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, including the recitals and schedules hereto, the following terms shall have the meanings set out below:

"Applicable Law" means collectively, the common law and any and all statutes, by-laws; regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal;

"Business Day" means any day that is not a Saturday, Sunday or statutory holiday in Saskatchewan;

"Cart" means the Schaefer USD-M 95 US Gallon Universal blue cart, or acceptable, equivalent, including Toter 96 Gallon, that is provided to Designated Residences for the storage of Designated Materials;

"Change in Law" means the coming into effect or repeal (without re-enactment or consolidation) in Saskatchewan of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Saskatchewan, in each case after the Effective Date of this Agreement;

"Collection Area" means the designated area within the City limits wherein a Collection Vehicle is to provide the Services within a Collection Day;

"Collection Day" means the day upon which the Supplier shall provide the Services to a Designated Residence;

"Collection Route" means the route within a Collection Area wherein the Services are to be performed by one Collection Vehicle during a single Collection Day;

"Collection Schedule" means the schedule of dates when the Services are to be provided to certain Collection Areas;

"Collection Vehicles" means all vehicles to be provided for the purpose of holding and transporting Designated Materials to the Designated Facility;

"Confidential Information" has the meaning ascribed to it in Article 20 hereto;

"Consumer Price Index" means the consumer price index for All Items excluding food and energy for the City of Regina published by Statistics Canada;

"Control" of a corporation or other entity is held by a Person where securities of the corporation or other entity to which are attached more than 50% of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity are held, other than by way of security only, by or for the benefit of such Person;

"Council" means the Council of the City of Moose Jaw;

“Designated Facility” means the facility in Moose Jaw where daily loads of recyclable materials are processed and baled for transportation to Regina and other post-consumer processing facilities.

“Designated Materials” means any regular residential recyclable waste materials allowed to be disposed of at a recycling facility;

“Designated Residence” means a property dwelling that is used primarily as a residence, is occupied, is within the City limits and has a registered utility account, in good standing at the City and shall include units in single family, duplex, and triplex homes;

“Effective Date” means the date first written above;

“Environmental Laws” means any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters which are applicable to the Services;

“Equipment” means the Collection Vehicles and any other equipment or materials used by the Supplier in the provision of the Services;

“Escalation Factor” means the amount of the annual adjustment to the Service Fee recalculated annually to account for any documented increases in Consumer Price Index and Diesel Prices for Regina. The annual adjustment, if applicable, shall begin with the second year of the Contract;

“Force Majeure” means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct of the party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, drought, flood, explosion, war, riot, civil disturbance, strike, sabotage or electrical outage, provided, however, that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair;

“Good Industry Practice” means that degree of skill, care, prudence, foresight and operating practice which would reasonably be expected from a skilled and experienced supplier engaged in the same type of undertaking as the Supplier under the same or similar circumstances;

“Health and Safety Obligation(s)” means any obligation imposed on the Supplier by the Applicable Laws or compliance with Good Industry Practice or the Agreement in respect of health and safety at work, including all applicable requirements of *The Saskatchewan Employment Act (2013)*, and regulations, as may be amended from time to time;

“Inspector” means the person or persons appointed by the City to monitor and assess the quality and performance of the Supplier in providing the Services;

“Intellectual Property Rights” means any right in respect of any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world;

“Liquidated Damages” means those damages listed in Schedule C and described in Article 22 herein;

“Missed Collection” means a situation where a Designated Residence(s) has placed a Cart out for collection on its respective Collection Day before 7:00 am, and the Supplier fails to collect the Designated Materials from Designated Residence(s) prior to 7:00 pm on the day following Collection Day, or within 24 hours after the complaint(s) or concern(s) is received;

“Moose Jaw Diesel Prices” means the average monthly prices for diesel fuel at self-service filling stations for the City of Regina published by Statistics Canada;

“Performance Security” means the performance bond, Letter of Credit or certified cheque delivered by the Supplier to the City as more particularly described in Section 23.1 of this Agreement;

“Person” means any natural person, corporation, division of a corporation, partnership, joint venture (which includes co-ownership), association, company, estate, unincorporated organization, trust, government or governmental authority;

“Prohibited Act” means

- (a) offering, giving or agreeing to give any employee and/or any elected representative of the City any gift or consideration of any kind for any reason, including as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the performance of the terms of this Agreement or any other contract with the City; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the City;
- (b) entering into this Agreement or any other contract with the City in connection with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the City; or
- (c) Committing any offence under:
 - (i) the Criminal Code of Canada; or
 - (ii) any legislation creating an offence in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the City;
- (d) committing any material offence under any Applicable Laws; and
- (e) defrauding or attempting to defraud or conspiring to defraud the City.

“Proposal” means the Moose Jaw Residential Curbside Recycling Proposal submitted to the City by the Supplier on January 29, 2015.

“PST” means all provincial sales taxes, including any harmonized sales taxes that may be payable on account of or as a result of this Agreement;

“Scavenge” means to search through, pick over or remove objects or material set out for collection;

“Services” means the collection of the Designated Materials to be performed by the Supplier in accordance with the Supplier’s response to the RFP and this Agreement, and the establishment and maintenance of the detailed Collection Routes;

“Service Fee” means the fixed per Designated Residence Cart fee and cubic yard bin fee to be remitted by the Supplier for the Services rendered in accordance with Article 7 and Schedule B. This service fee is outlined in the RFP.

“Street” shall mean any public road, street, lane, alley, square, place, thoroughfare or way within the limits of the City;

“Supplier Personnel” means all employees, agents, and sub-contractors of the Supplier, including all employees and agents of any sub-contractors of the Supplier, engaged to provide the Services;

“Supplier Representative(s)” means the person or persons designated by the Supplier to act as a representative of the Supplier under this Agreement;

“Supplier Supervisor” means the Supplier’s full-time employee(s) that is dedicated to the supervision of the Services.

1.2 References

Any reference made in this Agreement to:

- (a) “this Agreement” means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;
- (b) “herein”, “hereof”, “hereby”, “hereto”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other provision hereof, and include any and every amendment, restatement, replacement, variation, supplement or substitution hereof;
- (c) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or notated;
- (d) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be. The provisions of each Schedule shall constitute provisions of this Agreement as though repeated at length herein;
- (e) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and

- (f) except where otherwise specified, any reference to a statute includes a reference to such statute and to its regulations, with all amendments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulation.

1.3 Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) all accounting terms not otherwise defined have the meanings ordinarily assigned to them at the date hereof pursuant to international financial reporting standards (“IFRS”) and all computations made pursuant to this Agreement must be made in accordance with IFRS applicable from time to time;
- (c) any reference to a currency is a reference to Canadian dollars;
- (d) “in writing” or “written” includes, printing and typing, which may be communicated by facsimile or by email;
- (e) the word “including”, when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter; and
- (f) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation.

1.4 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a “**Right**”) under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any

other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.6 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

1.7 Interpretation Not Affected by Party Drafting

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.8 Inurement

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

1.9 Schedules

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule A	General Collection Areas in Moose Jaw
Schedule B	Service Fees for the City of Moose Jaw Recycling Collection Services Agreement
Schedule C	Liquidated Damages Table
Schedule D	Curbside Recycling Collection Maps

ARTICLE 2

CONDITIONS PRECEDENT

2.1 Conditions Precedent

Notwithstanding anything else herein contained, this Agreement shall be subject to the following conditions:

- (a) Unless specifically stated herein, the terms presented in the Proposal shall be adhered to by the Parties to this Agreement.
- (b) the Supplier shall submit to the City a valid:
 - (i) Certificate of Insurance as required under Section 17.1 herein; as was provided in Appendix 13 of the RFP.
 - (ii) a current Workers' Compensation Board (Saskatchewan) Clearance Certificate; as was provided in Appendix 19 of the RFP.

(c) the Supplier providing the City with the Performance Security in accordance with Section 23.1 herein.

(collectively the “**Conditions Precedent**”).

All of the Conditions Precedent are for the exclusive benefit of the City. In the event that any of the Conditions Precedent are not satisfied, fulfilled or performed on or before the date that is seven (7) Business Days from the date of the signing of the Agreement, then this Agreement shall be null and void unless the City waives in writing the satisfaction, fulfillment or performance of any such Conditions Precedent. In the event this Agreement becomes null and void, each of the City and the Supplier shall be released from all of their respective obligations under this Agreement.

ARTICLE 3 TERM AND RENEWAL

3.1 Term

The Agreement shall continue in effect for a period of three (3) years from the commencement date of the 1 October 2015, concluding on 30 September 2018 (the “**Term**”).

3.2 Renewal and Extension

The City shall have the option to extend the Term of this Agreement for two (2) consecutive periods of two (2) years each (the “**First Extension**” and the “**Second Extension**”). Each extension period shall be on the same terms and conditions as provided in this Agreement, except that following the Second Extension there shall be no further rights to extend the Term of this Agreement and except that the Service Fee shall be as specified in Section 3.3 herein. The City may exercise each extension right by written notice given to the Supplier not less than six (6) months before the date of expiry of the Term or First Extension.

3.3 Service Fee for Extensions

The City and the Supplier agree that the Service Fee for the First Extension and the Second Extension shall be a negotiated price based on the calculation as per the Proposal. In the case of any dispute between the City and the Supplier as to the calculation of the Service Fee during the First Extension or the Second Extension, the parties agree to resolve any such dispute in accordance with the dispute resolution provisions in Article 25.1 of this Agreement.

Provided that the Supplier is meeting its obligations and the City is satisfied with the service provided, the City will consider an extension to the contract with the following extension prices:

Year 4	Year 5	Year 6
\$69.34	\$69.34	\$69.34

If Loraas Disposal does not have an optional facility for baling recycling in Moose Jaw by the end of the initial three year term, and the City wishes to extend the contract, the following extension prices will be in effect:

Year 4	Year 5	Year 6
\$64.61	\$66.23	\$67.88

ARTICLE 4

PROVISION OF SERVICES

4.1 Engagement of the Supplier

The City engages the Supplier to provide the Services and to undertake the all necessary activities to perform the Services in accordance with the terms and conditions of this Agreement.

4.2 Covenants, Representations and Warranties of the Supplier

The Supplier covenants, represents and warrants that in providing the Services it shall:

- (a) provide all labour, equipment and materials required to perform the Services;
- (b) obtain and maintain at its own expense all licenses, approvals and permits required by any government department, ministry or agency, including the City, for the delivery of the Services, and shall provide, at the request of the City, proof of such licenses, approvals and permits;
- (c) not, except in accordance with this Agreement, receive monies or favour for the delivery of the Services, and shall ensure compliance by all Supplier Personnel;
- (d) not sell, rent, lease, promote or donate any Designated Materials or Carts to a third party without the written consent of the City;
- (e) make appropriate arrangements to ensure that there is no disruption of Services in the event that the work of another contractor retained by the City (such as snow removal, parking, construction, etc.) prevents the Supplier from performing the Services;
- (f) provide the Services in accordance with Good Industry Practice;
- (g) comply with all Applicable Laws;
- (h) develop a new website with a section devoted to the City of Moose Jaw's residential Recycling Program, maintain an inventory of recycling brochures for distribution and ensure that administrative staff are knowledgeable in all aspects of the Program;
- (i) the Supplier acknowledges that the City shall be responsible for the promotion, communication and awareness of the residential Curb-side Collection Program. The Supplier will provide assistance to the City in terms of providing statistics by neighbourhood and other relevant data as deemed necessary to ensure success of this program;
- (j) assist the City with ongoing recycling education to the residents of Moose Jaw throughout the term of this Agreement.

4.3 Changes and Improvements to Services

- (a) The Supplier shall make best efforts to ensure continuous improvement in the way that the Services are performed having regard to a combination of economy, efficiency and effectiveness, and shall assist the City in discharging its duty to achieve best value in the manner in which the Services are performed.
- (b) The Supplier may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the change management process outlined in Section 6.2 hereto.
- (c) The City may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the process outlined in Section 6.1 hereto.

4.4 Variability

- (a) The Supplier acknowledges and agrees that (i) there may be considerable variation in the amount of Designated Materials to be collected in a given Collection Route from week to week, (ii) there may be variation in the number of Designated Residences throughout the Term and Extension and (iii) the City makes no guarantee as to the volume or composition of Designated Materials.
- (b) The Supplier agrees that notwithstanding extreme variation due to natural disasters, it is required to meet any and all variation in demand by using extra Equipment, Supplier Personnel or overtime if required, in order that Designated Materials shall be removed on each designated Collection Day.

4.5 Conditions Affecting Routine Performance

- (a) The Services shall be provided under all weather conditions and through all obstructions, with the exception of impassable roadway (due to an act of God, such as flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Services. The Supplier will notify the City immediately of the location of the impassable road and will return at least once more that day and no sooner than four (4) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services, while still in the area. Services may be temporarily postponed only with the permission of the City.
- (b) The City may be required to suspend the Services in the event that (i) the Designated Facility is unavailable to receive the Designated Materials or (ii) other unforeseen circumstances arise. In the event that the CSR experiences an equipment breakdown and is unable to receive or process materials for a period of time, baled recyclable material will be either stored at location of the Supplier or transported at a cost to the Supplier and stored at the Supplier's Moose Jaw location. In the event of a suspension of the Services, the City will contact affected Designated Residences and inform them of the problem, the anticipated collection time and any modifications to the Services. The Supplier will provide

the Services to each affected Designated Residence as quickly as possible following receipt of the City's notice that such suspension is no longer required.

4.6 Missed Collection Performance Standards

- (a) The Supplier shall collect one hundred per cent (100%) of the Collected Materials on each Collection Day from all Designated Residences between the hours specified herein and as a first priority to any other clients that the Supplier may have.
- (b) In the case of a missed collection or late set out is identified the Supplier shall rectify the situation the same day or first thing the following day. The Supplier will have a dedicated phone number that City employees can call to inform the Supplier of the situation to allow for a prompt response. The Supplier will have direct contact with their drivers to correct the situation as soon as possible.
- (c) In special circumstances where the Supplier has deemed to have failed to complete 100% of the day's Services, the Supplier must notify the City immediately after this realization has been determined, and must also indicate why it happened, and how and when the situation will be rectified.

The Supplier should use the following guidelines:

- (i) Collection for a designated collection area/day will be deferred until the service for the previous collection day is 100% complete.
 - (ii) Inform the City twice daily, (special plans, areas completed) until back on schedule so the City can inform the public as required.
- (e) All Designated Materials set out for collection are the property of the City until such time the material is collected by the Supplier. At this time, the collected material becomes the property of the Supplier. **4.7 Designated Materials, Collection Schedule and Collection Routes**
 - (a) The Supplier shall collect all Designated Materials from each Designated Residence on a bi-weekly basis and in accordance with the Collection Schedule and Collection Routes described in the Supplier's Proposal but subject to final adjustments as approved by the City.
 - (b) Collection is to commence on October 5, 2015 and is to follow the City's solid waste collection with a one-day offset in that collection.

4.8 Time of Collection

- (a) The Services shall be completed during the five (5) day period between Monday and Friday (Monday, Tuesday, Wednesday, Thursday and Friday) and between the hours of 7:00 am and 7:00 pm.
- (b) All collections must be completed within the hours specified unless otherwise directed in writing by the City.

4.9 Ownership, Location and Placement of Containers

- (a) The Supplier acknowledges and agrees that the Carts shall be used by Designated Residences.
- (b) The Supplier shall collect all Designated Materials from private roads, public laneways and all other locations prescribed by the City. The Supplier agrees that it is responsible for becoming familiar with all private property locations and the Supplier shall ensure that a Collection Vehicle of appropriate size, dimension and configuration is used to provide the Services.
- (c) The Supplier acknowledges that the City may alter the location of Carts at Designated Residences, adding locations or delete locations from time to time. In the event that the City alters, adds or deletes the location at which a Cart will be placed for collection, the City shall be responsible for notifying the Supplier and each affected Designated Residence of such change a minimum of one (1) week in advance of the next respective Collection Day.
- (d) Initially, collection will be at the same location as the solid waste collection. The City reserves the right to amend the collection location.
- e) Once the contract starts, the Supplier will provide the Cart deployment upon notification of the City and will provide in return the Cart serial number and address and date of deployment. At the discretion of the City, the Supplier can tag the cart in accordance with the City's tagging rules, informing the resident of the non-compliance, deliver educational material explaining how the program works, or allow the City to address the situation as they see fit. The Supplier will notify the City if a Designated Residence is repeatedly not leaving clearance for collection or ignoring tags and rules for placement of the container.

4.10 Service Changes due to Efficiency and Safety

The City shall be responsible for notifying each Designated Residence of a change in collection frequency, location of Cart pick-up, or change in container type.

4.11 Additional Designated Residences and Collection Routes

The Supplier acknowledges that the City may expand the number of Designated Residences requiring an extension of that route, from time to time. The Supplier agrees to provide the Services to such additional Designated Residences as may be directed by the City.

4.12 Holiday Scheduling

- (a) Should a regularly scheduled Collection Day fall on a statutory holiday, the Supplier shall not alter the Collection Day or the Services and will be responsible for providing the Services, in accordance with the established Collection Route(s) and Collection Schedule.
- (b) The exception to subsection (a) herein shall be Christmas Day, and New Year's Day. In the event that a regularly scheduled Collection Day falls on, Christmas Day, or New Year's Day, the Supplier shall provide the Services within the following week.

4.13 Cart Handling

- (a) The Supplier shall provide the Services in such a fashion and manner that all Designated Residences and Collection Areas will be left in a clean and orderly condition when the Services are completed.
- (b) After the Designated Materials have been collected, the Supplier shall return all Carts upright and in approximately the same position and proper location in which the Carts were placed. In no case shall a Cart be replaced on the travelled portion of the street, on the sidewalk in a manner that prohibits pedestrian traffic, or on a driveway in a manner that impedes vehicles from driving onto or exiting private property.
- (c) The Supplier shall take all reasonable care not to damage the Carts and agrees that it shall be responsible for damage to Carts due to negligence in handling.
- (d) Carts that are badly damaged by the Supplier or are dispensed into the Collection Vehicles shall be replaced by the Supplier, at its sole cost and expense within two (2) business days.

4.14 Standard of Collection Performance

- (a) The Supplier shall complete 100% of the Services each Collection Day and, when necessary, shall return and rectify any Missed Collections or other complaints or concerns in accordance with Article 13 of this Agreement and Section 4.6.
- (b) The Supplier shall operate all Collection Vehicles in such a manner as to prevent Designated Materials from being blown from or escaping from the Collection Vehicles.
- (c) If at any time during the provision of the Services, Designated Materials are spilled onto a Street, sidewalk, or private property, the Supplier shall:
 - (i) clean up and place in the Collection Vehicle all such Designated Materials before the Collection Vehicle proceeds to the next stop on the Collection Route; or
 - (ii) promptly make all other arrangements as may be required for the immediate clean-up of spilled Designated Materials. In the event of any spill, the Supplier shall at its expense restore the affected areas back to original condition. The Supplier shall comply with all applicable laws when reporting or cleaning up any spill.
- (d) The Supplier shall not damage any property, public or private, including but not limited to any sidewalks, roadways, curbs, gutters, hydrants, boulevards, grass plots, sodding, trees, shrubs or any other structures or things in the vicinity of the Services or elsewhere, in the performance of the Services.

4.15 Tag Notices

- (a) The Supplier shall tag all Carts that are deemed not eligible for Services in accordance with the City's tagging rules.

- (i) Not enough clearance not enough distance left behind or between the Cart and an obstacle adjacent to the Cart such as a fence, power pole, street light, etc. to allow for collection.
 - (ii) Recyclable materials put into plastic bags.
 - (iii) Cart not placed on a level surface, and/or not in the up-right position.
 - (iv) Cart is over-filled.
 - (v) Cart contains non-allowable materials. Example: Hazardous waste or refuse waste.
- (b) through on-board equipment and the diligence of operational personnel, the Supplier will identify carts containing non-recyclable material and at the discretion of the City tag the cart, informing the resident of the non-compliance, deliver educational material explaining how the program works, or allow the City to address the situation.
 - (c) The Supplier shall maintain a complete log, including Cart serial number and addresses relating to all tag notices issued and shall make the log available for inspection by the City, during normal office hours.
 - (d) The Supplier shall submit to the City, on a weekly basis, a summary of all tag notices that are issued.
 - (e) Once this Agreement commences the Supplier will notify the City if a Designated Residence is repeatedly not leaving clearance for collection or ignoring tags and rules for placement of the container

4.16 Conditions Affecting Routine Collection Performance

- (a) The Supplier shall make reasonable efforts to not interrupt the Services or modify the Collection Schedules due to Street repairs or closures unless prior written approval of such modification to the Services or the Collection Schedule is given by the City.
- (b) If the Supplier encounters road construction including, without limitation utilities or other contractors working on the traveled portion of a Collection Route and which prevent a Collection Vehicle from safely traveling along a Collection Route, the Supplier shall notify the City immediately of the location and nature of the obstruction and will return at least once more that day and no sooner than two (2) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services.
- (c) In the event of a strike or lock-out, the Supplier is responsible to maintain all Services, to whatever reasonable degree possible, and if necessary in co-operation with the City.

4.17 Promotion and Education

The City is responsible for educating and promoting solid waste management, waste minimization and recycling to its citizens. The City may work with the Supplier to coordinate any relevant information on the City of Moose Jaw website, including, but not limited to Collection Schedules for recyclable waste and media releases. The City will have final authority on all promotions, media releases and education programming.

ARTICLE 5

CARTS

5.1 Purchase of Carts

- (a) The Supplier, at its cost and expense, shall purchase all Carts in the quantity required at a minimum of 12,500 Carts such that during the Term each Designated Residence is provided with a Cart, as may be required.

5.2 Initial Delivery of Carts

- (a) The Supplier, at its cost and expense, shall on its own or through a third-party, deploy and deliver all Carts to each Designated Residence upon the commencement of the Services in accordance with the process and steps provided in the RFP.
- (b) The Supplier shall be responsible for the storage, care and inventory of all replacement Carts and parts. The Supplier will be required to assemble and maintain an inventory system for all Carts, both in service and in storage. The Supplier will provide an updated inventory list including the address and the serial number of beach Cart left at that address to the City on a quarterly basis or as may be otherwise requested by the City.
- (c) The delivery of the Carts will be accompanied by an information package which details recyclable materials and collection dates along with other pertinent data the City deems appropriate.

5.3 Delivery of Carts during the Term

- (a) During the Term, the Supplier acknowledges and agrees that new Designated Residences will be added from time to time by the City to receive the Services. The Supplier agrees that when new Designated Residences are to be added to receive the Services, the following process shall be followed:
 - (i) The City shall notify the Supplier in writing of any additional Designated Residences that are to be added to receive the Services seven (7) days prior to the Monday of the week that the City wishes each such Designated Residence to begin receiving the Services;
 - (ii) The Supplier agrees that it shall be responsible for deploying all Carts to new Designated Residences during the Term;

- (iii) The City agrees that it shall be responsible for notifying each new Designated Residence of their respective Collection Day prior to the commencement of the Services;
- (iv) Following delivery of the Carts to the new Designated Residences by the Supplier, the Supplier shall provide the City with a list which includes the following information:
 - (A) Address;
 - (B) Cart serial number; and
 - (C) Date delivered;
- (v) The Supplier, at its sole cost and expense, shall compile all information and provide the City with an updated aggregate Cart deployment list as required.

5.4 Inventory and Storage of Carts

- (a) The Supplier, at its cost and expense, shall maintain an inventory of additional Carts that may be required to maintain the sufficient inventory levels throughout the Term to fulfill this Agreement;
- (c) The Supplier shall, at its own cost and expense, be responsible for the storage and inventory of all Carts at the facility as per the Proposal.
- (d) The Supplier shall provide the City with an updated inventory list quarterly during the Term of this Agreement.

5.5 Maintenance and Repair of Carts

- (a) The Supplier, at its sole cost and any expense, shall be responsible for the maintenance, modification, repair, removal and inventory of all Carts in service throughout the Term and Extension.
- (b) The Supplier, at its sole cost and expense, shall be responsible for the cost of replacing any Carts damaged as a result of the Supplier's operations or otherwise. All Carts that are deemed by the Supplier to be no longer usable during the Term and Extension are to be reported to the City before being recycled by the Supplier.

5.6 Ownership of Carts

- (a) During the Term and Extension, all Carts shall remain the property of the Supplier. At the conclusion of the original terms of this contract, or Extensions, dependent on the City's decision to exercise the optional extensions, the Carts will become the property of the City. The buy-out fee for the Carts that the City must pay the Supplier is as follows:
 - Buy-out fee at the end of original term - \$50.00 per cart
 - Buy-out fee at the end of Extension 1 - \$20.00 per cart
 - Buy out fee at the end of a second extension - \$0 per cart

The City will also buy out all new (unused) remaining carts held in inventory by the Supplier at full value at the conclusion of the contract.

ARTICLE 6

CHANGE MANAGEMENT

6.1 Changes Initiated by the City

- (a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, the City shall be entitled to make changes to the Services and/or the Agreement in accordance with this Section. If the City requires a change, the City shall notify the Supplier, in writing, describing the required change in sufficient detail so as to enable the Supplier to calculate and provide an estimate of the increase or decrease in its costs (the “**Estimate**”), if any.
- (b) The City and the Supplier shall maintain detailed duplicate large scale operational maps of all of the Collection Routes including all minor variations of Services. The City will provide the detailed base map and the Supplier will provide all approved updates and amendments to the City. The detailed operational maps will supersede the general route maps illustrated in Schedule A.

6.2 Changes Initiated by the Supplier

- (a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, if the Supplier wishes to propose a change in the Services and/or the Agreement, it must notify the City in writing detailing the proposed changes.
- (b) The City will respond in writing within thirty (30) days.

ARTICLE 7

SERVICE FEES

7.1 Service Fees

- (a) Subject to Section 7.4, the City shall pay to the Supplier a Service Fee outlined in Schedule B.
- (b) For Carts, the annual rate is based on one collection per two (2) weeks plus GST per Designated Residence. The number of Carts will be maintained on a list that is updated monthly. Billing will be on monthly basis for 2015 (first year), will be based on the annual payment prorated by the number of months.
- (c) The Service Fee shall be paid by the City to the Supplier, commencing from the commencement date of the Services, in twelve (12) monthly installments, in

arrears, following receipt by the City of an invoice from the Supplier in accordance with section 7.1 (a) and 7.3(a). See Schedule B.

- (d) If during the Term and Extension, the Services are not rendered for all Designated Residences on all Collection Days in a given month, the Service Fee payable for that month shall be pro-rated based on a daily basis from the date of the first pickup.
- (e) Except as expressly provided by the tables in Schedule B of this Agreement, the Supplier shall not be entitled to an increase in the Service Fee during the Term.

7.2 Invoicing and Payment

The Supplier shall invoice the City for the Services rendered with documentation satisfactory to the City as follows:

- (a) Within ten (10) calendar days of the last day of each month, the Supplier shall submit invoices to the City for all Services delivered in the preceding month. Where the tenth day falls on a Saturday, Sunday or a statutory holiday, the parties agree that the tenth day shall be deemed to be the Business Day next following the tenth day.
- (b) Invoices shall be specific to the following:
 - (i) Month of service and the number of household units served for the month;
 - (ii) Other special items.
- (c) The City shall make payment to the Supplier within thirty (30) days of receipt and acceptance by the City of the invoice. Payments will be processed by the City within thirty (30) days from the date of invoice; unless payment has not been issued within a forty-five (45) day period. The City reserves the right to deny responsibility for the payment of any charges pertaining to interest or late payment fees.
- (d) The Supplier acknowledges and agrees that payment to the Supplier will be made by the City out of the funds under the control of the City in its public capacity, and no member of Council or officer or employee of the City may be held personally liable or responsible to the Supplier for payment under any circumstances whatsoever.
- (e) In the event that the City wishes to dispute any invoice received from the Supplier, the City shall notify the Supplier in writing within fifteen (15) days of the date that the City received the invoice, stating the reasons why the invoice is disputed.
- (f) In the event that the Supplier responds to the City's notice sent pursuant to section 7.3(e) that the Supplier does not agree with all or any of the statements made in any notice served by the City, then the parties agree that matter or matters in question shall be determined pursuant to Article 25.1.

7.3 Taxes

- (a) The Supplier warrants that it:
 - (i) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration number 891813479; and
 - (ii) will remit the GST and the PST payable in relation to the Service Fees in accordance with Applicable Laws.
- (b) The Supplier agrees that:
 - (i) all GST and any taxes or duties imposed by the *Excise Tax Act* or the *Customs Tariff* and tax or duty rate decreases or exemptions resulting from amendments, re-classifications, remissions, or clarifications thereof on tax or duty-included goods and materials, whether recognized or not at the time of award, will be passed on to the City.
 - (ii) If the Supplier manufactures or purchases any goods with respect to the Services from outside of Canada, the Supplier must ensure that its agent or representative is the importer of record, unless otherwise expressly stipulated.
- (c) The Supplier agrees that the City shall not be liable for and the Supplier shall indemnify the City with respect to any special or dumping duties which may be levied by the Canada Border Services Agency (CBSA), Anti-Dumping and Countervailing Directorate under the provisions of the *Special Import Measures Act (SIMA)*, upon any imported goods required in the supply of materials in any order or in the performance of the Services.

7.4 Set-off and Moneys Due to the City

- (a) Notwithstanding any other provision in this Agreement, the City shall have the right to set-off and retain out of any monies due to the Supplier such sum or sums as the City may deem necessary to protect the City from any claims against it by third parties arising out of the Supplier's performance or non-performance of this Agreement and any payment to the City of Liquidated Damages which may have been, or may in the future be payable by the Supplier under any provision of this Agreement.
- (b) The Supplier agrees that should the amount retained in Section 7.4(a) prove insufficient to meet the Supplier's financial obligations, the City may enforce its claim for any deficiency against the Supplier or the Performance Security. Should the amount retained exceed the total of any claims and associated legal costs, the excess will be paid to the Supplier without interest within thirty (30) days of a final determination of the amount properly owing.

ARTICLE 8

NO SCAVENGING

8.1 No Scavenging

All Designated Materials become the property of the City when placed out for collection by a Designated Residence. The Supplier acknowledges and agrees that the City has exclusive rights in all Designated Materials until such time as the materials are collected and deposited in a vehicle owned / contracted by the Supplier, at which time the materials become the property of the Supplier.

ARTICLE 9

SUPPLIER PERSONNEL

9.1 Supplier Personnel

In providing the Services the Supplier shall:

- a) provide all labour required to perform the Services;
- b) ensure that all Supplier Personnel have sufficient abilities, skills, knowledge, training, qualifications and experience to safely and effectively provide the Services;
- c) ensure that sufficient reserve personnel are available to provide the Services at all times; and
- d) ensure that all Supplier Personnel charged with the operation of Collection Vehicles possess a valid license in accordance with Applicable Laws.

9.2 Training

- (a) The Supplier shall ensure that all Supplier Personnel shall be at all times properly and sufficiently trained and instructed in the task or tasks that must be performed, and the need to maintain the highest standards of courtesy and consideration to the public to protect and promote the image and/or reputation of the City.
- (b) The Supplier shall provide a full training program to ensure that the Supplier Personnel are familiar with the Supplier's and the City's operations, complaint procedures, all applicable health and safety obligations, workplace hazardous materials obligations, hazardous spills response, customer service and all traffic laws, including all applicable City bylaws.
- (c) Such training program must include driver safety, health and safety policies and practices, public relations, policy and complaint procedures, and dumping guidelines. The Supplier shall ensure all Supplier Personnel receive an annual updated training session. Upon request, the Supplier shall submit its training program to the City for review.

9.3 Appearance and Conduct

- (a) The Supplier shall provide all Supplier Personnel with neat and distinctive uniforms which shall bear the Supplier's logo and safety equipment to be worn while performing the Services. The Supplier must ensure that all Supplier Personnel have and wear protective footwear, gloves, safety vests, eye protection and, upon request, noise protection and dust masks, as may be required by Applicable Laws or as a result of the Services. The Supplier must ensure that uniforms comply in all respects with the requirements of *The Saskatchewan Employment Act, 2013*.
- (b) The Supplier Personnel who normally and regularly come into direct contact with the public shall bear some means of individual identification such as corporate identification, name badges or business cards.
- (c) The Supplier shall ensure that Supplier Personnel are alert, respectful, polite and courteous towards the public at all times, including other City contractors and employees. Supplier Personnel shall not interfere with the work of other City contractors or City employees.
- (d) The Supplier shall ensure that (i) all of the Supplier Personnel are free from alcohol and narcotics at all times while engaged in the delivery of the Services, and (ii) none of the Supplier Personnel solicit or accept any gratuity for the Services completed.

9.4 Supervision

- (a) The Supplier shall ensure that a minimum of one (1) skilled and qualified Supplier Supervisor is available daily to supervise other Supplier Personnel in providing the Services.
- (b) All Supplier Supervisors shall be available to the provision of the Services pursuant to this Agreement and shall not be engaged in any other full-time work. All Supplier Supervisors will only be permitted to operate Collection Vehicles with the City's prior written approval.
- (c) All Supplier Supervisors shall thoroughly understand all of the requirements of this Agreement and shall be fully experienced in the Services. The Supplier Supervisors will represent and be in charge of the operation of the Services and be authorized to accept any notice, consent, order, decision or other communication from the City on behalf of the Supplier.
- (d) The Supplier Supervisors will be responsible for follow-up on all customer complaints, accidents and spills that occur during the performance of the Services and each Supplier Supervisor will be equipped with a cellular phone, two-way radio and digital camera and shall keep a written daily log of activities.
- (e) All Supplier Supervisors shall inspect all Collection Routes on a daily basis for the first (sixty) 60 days of the contract and as required during the Term and Extension of the Agreement to ensure the following: Designated Materials are collected in the time and manner specified in this Agreement;

- (i) All Carts are being returned to the correct location and all Carts are placed appropriately;
- (ii) All Supplier Employees are wearing appropriate safety equipment and performing the Services in a safe and courteous manner;
- (iii) All Collection Vehicles are obeying all traffic laws;
- (iv) All Complaints are responded to and resolved within the time frames identified in this Agreement; and
- (v) The City is informed of all incidents and corrective actions taken by the Supplier.

9.5 Record of Wages, Human Rights and Equal Opportunities

- (a) The Supplier shall comply with fair wage practices. To enable the City to confirm compliance, the Supplier must keep at all times a list of the names of all Supplier Personnel and a record of the wage rates and of amounts paid to each, and shall from time to time, if demanded, furnish certified copies of all pay sheets, lists, records and books relating to the Services, and the originals shall be made available for inspection by the City or anyone appointed by the City on reasonable notice to the Supplier. In advance of the Supplier providing certified copies of any of the documents or records contemplated by this Section 9.5(a), or in the alternative, the Supplier permitting the City to inspect the said documents and records, the Supplier shall be entitled to conceal any confidential information relating to Supplier Personnel, including, but not limited to, social insurance numbers, contact information and any discipline or advancement record.
- (b) The Supplier shall comply with Applicable Laws and not unlawfully discriminate within the meaning and scope of all legislation which may be in force from time to time, including on the basis of gender, race, religion, marital status, sexual orientation, age and disability.
- (c) The Supplier shall do all such things as may be reasonably required by the City from time to time to facilitate compliance by the City having regard to the need to eliminate unlawful discrimination and to positively promote equality of opportunity and good relations between persons of different backgrounds.
- (d) The Supplier shall take all reasonable steps to ensure that Supplier Personnel comply with this Section 9.5.

ARTICLE 10

HEALTH AND SAFETY

10.1 Compliance with Health and Safety Regulations

The Supplier acknowledges that it will, at all times, ensure compliance with all federal, provincial and municipal occupational health and safety regulations, including without limitation *The Saskatchewan Employment Act, 2013* and any regulations made thereunder. The Supplier accepts the responsibility for the health and safety of its employees by providing appropriate

protective equipment as may be required and by taking all reasonable precautions for the protection of its employees.

10.2 Health and Safety Training and Policy

- (a) The Supplier shall provide health and safety training for all of the Supplier Personnel, such training to include health and safety, and how to properly operate Collection Vehicles and other equipment and emergency response measures. Upon request, the Supplier shall submit its training plan to the City, for review.
- (b) The Supplier shall maintain applicable records with respect to all health and safety instruction and training completed for Supplier Personnel, which will include frequency and course content, and shall supply the City with such records, as required or requested.

10.3 Public Safety

- (a) The Supplier must perform the Services so as to cause the public, including other City contractors and employees, the least inconvenience reasonably possible. In particular, the Supplier will ensure that the Supplier Personnel will not obstruct any street, thoroughfare or pedestrian walkway longer or to a greater extent than necessary to perform the Services unless expressly instructed to do so by the City.
- (b) The Supplier must take all reasonable precautions necessary to:
 - (i) ensure the safety of the general public, particularly children who may play in the area the Services are being provided;
 - (ii) prevent damage to property or injury; and
 - (iii) establish, maintain and enforce safety procedures for the protection of all Supplier Personnel and other persons involved with the Services

10.4 Health and Safety Records

Upon request by the City, the Supplier shall provide a report of health and safety activities undertaken or incidents occurring as a result of the Services or this Agreement, which report shall include medical aids, lost time accidents, records of incidences and accidents, minutes of safety meetings, records of instruction and training, and equipment inspections.

10.5 Worker's Compensation

- (a) The Supplier understands, acknowledges and agrees that it is not, nor is any of the Supplier Personnel, covered by the City under *The Workers' Compensation Act, 2013 (Saskatchewan)*. The Supplier shall be solely responsible for and shall pay all dues and assessments payable under *The Workers' Compensation Act, 2013 (Saskatchewan)* in respect of itself and the Supplier Personnel.
- (b) The Supplier agrees to indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Supplier's provision of the Services, the provision of the Services by a subcontractor of the Supplier or if the City is held liable for any damages or injury to any employee,

partner, or subcontractor of the Supplier while on City-controlled or City-owned property.

- (c) The Supplier acknowledges and agrees that if the City is required to pay any amount to the Saskatchewan Workers' Compensation Board on behalf of the Supplier, or any sub-contractor, or by reason of any act of omission of the Supplier or any sub-contractor, the City may deduct and set off the amount required to be paid by the City from any amount owing to the Supplier under its or under any other Agreement, or may demand a reimbursement by the Supplier to the City for the amount so paid by the City. For further certainty, any right granted to the City pursuant to this Section 10.5(c) shall be in addition to and not in substitution for any other right at law or in equity which the City has by reason of the failure of the Supplier to comply with the provisions of *The Workers' Compensation Act, 2013 (Saskatchewan)*.

ARTICLE 11

COLLECTION VEHICLES AND EQUIPMENT

11.1 Number of Collection Vehicles

- (a) The Supplier must, at all times, provide, maintain and operate a sufficient number of Collection Vehicles, drivers and other personnel to perform the Services required under this Agreement, and to comply with Applicable Laws.
- (b) The Supplier shall keep sufficient spare Equipment, including Collection Vehicles, to ensure that, in the event of a breakdown, Services continue uninterrupted and are completed in accordance with the terms of this Agreement. Any spare Collection Vehicles must conform to the provisions related to Collection Vehicles in this Agreement.
- (c) If in the opinion of the City, the Supplier does not have a sufficient number of regular or spare Collection Vehicles to properly provide the Services, the City will have the right to direct the Supplier at any time to increase the number of regular or replacement Collection Vehicles to ensure completion of the Services. Any increase in the number of Collection Vehicles required by the Supplier shall be at no additional expense to the City.

11.2 Standards and Types of Collection Vehicles

- (a) All Collection Vehicle(s) shall be capable of navigating all front streets and back alleys in the City in an effective and efficient manner in order to complete the Services.
- (b) All Collection Vehicle dimensions will be such that it will not be adversely affected by any narrow alleys, overhead utility lines or associated utility poles.
- (c) All Collection Vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the streets during the Services and while traveling to the Designated Facility and shall have fully enclosed steel bodies of

sufficient capacity and strength, and must be mounted on an adequate truck chassis.

- (e) All Collection Vehicles shall meet or exceed the provisions of the *Motor Vehicle Safety Act (Canada)* and the Regulations made thereunder, be licensed in the Province of Saskatchewan, and meet or exceed all applicable safety regulations and current industry, regulatory, safety, licensing and other applicable standards as may be amended from time to time;
- (f) All Collection Vehicles shall be equipped with all mandated and/or legislated safety equipment and the Supplier shall continually maintain and update the Collection Vehicles to meet the required safety standards throughout the life of this Agreement;
- (g) All Collection Vehicles shall be equipped with a two-way radio, fire extinguisher, first aid kit, reflective safety vests and sufficient number of hard hats;

11.3 Age of Collection Vehicles

- (a) The Supplier acknowledges and agrees that any and all Collection Vehicles (chassis and body) used in the performance of the Services shall not exceed seven (7) years of age any time during the Term and Extension of the Agreement. However, a fully refurbished Collection Vehicle may be allowed with the City's permission.
- (b) Upon the execution of this Agreement, the Supplier shall submit to the City a list of the operating and spare Collection Vehicles proposed to be used by the Supplier (including manufacturer, model, load capacity and age of vehicle), including a current digital picture of each Collection Vehicle. The pictures shall clearly show the front, rear and two (2) sides of each Collection Vehicle. The Supplier shall provide the City with an updated list of the operating and spare Collection Vehicles prior to any alternate or new Collection Vehicles being used.

11.4 Appearance and Cleanliness of Collection Vehicles

- (a) The body of all Collection Vehicles shall be painted at the Supplier's discretion and expense. The City, acting reasonably, may request that the Supplier, at its sole cost and expense, re-paint any or all Collection Vehicles during the Term and Extension.
- (b) Packing bodies of all Collection Vehicles operated by the Supplier must be kept clean and disinfected inside and out so as not to cause any offensive odours. The Supplier shall undertake these actions at its own cost and expense.
- (c) All equipment shall start each week in a clean condition. Necessary noticeable bodywork shall be remedied with thirty (30) days of its first reporting.
- (d) Equipment stored overnight shall be empty of collected materials to reduce the risks of fire.

- (e) Should the recycling material processor be non-functional for any period of time, the Supplier shall store the material of their site or another suitable location until such time as the processor is capable of resuming operations.

11.5 Advertising on Collection Vehicles

Save and except for the affixing of the Supplier's name upon all Collection Vehicles, which may be permitted by the City, in its sole discretion, no advertising shall be carried on or permitted to be affixed upon the Collection Vehicles without the City's prior written consent, such consent to be at the sole discretion of the City.

11.6 Licensing and Maintenance of Collection Vehicles

- (a) The Supplier will be responsible for the maintenance of all Collection Vehicles and for all licensing, permits, inspections and insurance as may be required to operate the Collection Vehicles and carry out the Services. All maintenance, licensing, permits, inspection and insurance costs shall be the responsibility of the Supplier.
- (b) Upon the City's request the Supplier shall produce current and valid certificates of inspection issued in accordance with Applicable Laws for each Collection Vehicle.
- (d) The Supplier shall delete from the equipment list, and immediately remove from use any Collection Vehicle that is not functioning up to the standards specified in this Agreement.
- (e) The Supplier shall maintain a record of all maintenance services performed on the Collection Vehicles and shall forward a copy of the record to the City as requested.

11.7 Electronic Devices on Collection Vehicles

Supplier commits to installing and utilizing a global positioning satellite (GPS) in all trucks that will be utilized for the Services provided in this Agreement. The Supplier acknowledges that such technology can benefit both the City and the Supplier in managing and improving the Supplier's ability to identify and rapidly respond to Missed Collection areas/streets, track the number of households, and handle complaints e.g. late set-outs/ Missed Collections. The Supplier shall keep any records and data collected by GPS devices and shall forward such records to the City upon the City's request.

11.8 Excess Loading of Collection Vehicles

- (a) The Supplier shall not cause or permit Collection Vehicles to be loaded beyond the legal limit specified in *The Traffic Safety Act* (Saskatchewan) and shall comply with *The City of Moose Jaw Traffic Bylaw*, No. 4230 which imposes load restrictions on certain roads within the City.
- (b) Where, in the opinion of the City, acting reasonably, Collection Vehicles used by the Supplier are causing or are likely to cause damage to any private or public roadway, the City may direct the Supplier to (i) make changes in or substitutions for such Collection Vehicles, (ii) use alternate routes for hauling, (iii) alter

loading, or (iv) remove the cause of such damage in some other manner. The Supplier acknowledges and agrees that it will be responsible for any and all costs resulting from the overloading of Collection Vehicles and any costs related to changes, substitutions or alterations required to prevent any damage that may occur to private or public roadways.

ARTICLE 12

SPILLAGE AND ENVIRONMENTAL COMPLIANCE

12.1 Spillage and Loose Materials

- (a) The Supplier shall immediately clean up any spillage or loose material resulting from its performance of the Services or make all other arrangements as may be required for the immediate clean-up of spilled Designated Materials. In the event of any spill, the Supplier shall at its expense restore the affected areas back to original condition and shall comply with all Applicable Laws when reporting or cleaning up any spill.
- (b) The Supplier shall report all spills or discharges of Designated Materials, pollutants or contaminants to the City in accordance with the requirements in Section 16.2.
- (c) Any Collection Vehicles or Equipment suffering oil spills, fuel spills, antifreeze spills or the release of other known contaminants will cease operations until the Supplier Supervisor arrives on site. Absorbent will be laid down immediately on any spill and as soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains following the use of absorbent, the Supplier shall apply another layer of absorbent and will leave the site in a clean and tidy condition. In the event that the Supplier fails to respond immediately to a mechanical or oil spill such that asphalt or other damage occurs, the Supplier shall be responsible and liable for all costs and expenses to restore the road or property affected to its original condition.

12.2 Environmental Compliance

- (a) The Supplier shall, in the performance of the Services, comply with environmental legislation and other environmental requirements of those federal, provincial, municipal or other governmental bodies, including without limitation *The Environmental Management and Protection Act, 2010* (Saskatchewan) and the regulations and amendments thereto.
- (b) The Supplier acknowledges and agrees there may be additional reporting requirements in relation to any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment. The Supplier represents and warrants that it is familiar with these requirements and agrees to report any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment as may be required by Applicable Laws.

ARTICLE 13

PERFORMANCE AND CUSTOMER SERVICE STANDARDS

13.1 Collection Performance Standards

The Supplier shall collect one hundred per cent (100%) of the Designated Materials on each Collection Day from all Designated Residences between the hours specified and as a first priority to any other clients that the Supplier may have.

13.2 Customer Service Standards

- (a) The Supplier shall maintain an office that will be staffed during all times that the Services are being performed. At a minimum, the office hours shall be 7:30 a.m. to 5:00 p.m. Saskatchewan time Monday through Friday and 8:00 a.m. to 2:30 p.m. on Saturday.
- (b) The Supplier shall have a staff person on-call and available after normal operating hours to receive and respond to calls forwarded to it by the City. The Supplier shall provide its after-hours employee with a cell phone. The City will make available to the Supplier a schedule identifying the City's after-hours staff person and corresponding contact information.
- (c) The Supplier acknowledges that the City will be the primary contact for Designated Residences and that all calls that require action by the Supplier will also be forwarded directly to the Supplier's office by the City.
- (d) The Supplier shall maintain a staffed position to ensure a prompt receipt and response to all calls. The Supplier shall receive and satisfy all calls and inquiries from the City promptly and in accordance with the standards set forth in Sections 13.2 herein.
- (e) The Supplier acknowledges that notwithstanding the City's efforts to be the primary contact for Designated Residences that the Supplier may directly receive inquiries (either through email, mail, fax, phone or in person) from Designated Residences from time to time. In the event that the Supplier directly receives standard inquiries from Designated Residences, the Supplier shall promptly receive and respond to all such inquiries, save and except for billing matters, and taxation matters which shall be promptly forwarded to the City. The Supplier shall provide the City with a list of all non-standard inquiries that were received (either directly by the Supplier or indirectly from the City) in accordance with Section 13.2 herein. The objective is to coordinate standard messages and to refer non-standard inquiries directly to the City.
- (f) The Supplier will ensure that front line City personnel will have access to reference documents that will aid in responding to basic customer concerns. In situations where City staff cannot respond to a customer concern, city personnel or residents will have immediate access to a Supplier administrative representative. In response to a complaint or service concern, the Supplier

representative will have direct access to Supplier Supervisors and drivers to ensure the concern is addressed as soon as possible.

- (g) All Supplier Personnel responsible for performing the Services shall have business cards readily available if approached by any person with a complaint or question. Business cards will identify the name of the Supplier, the name of the Supplier Supervisor for the respective Collection Area.
- (h) The Supplier shall respond to and resolve any complaints or concerns (whether received directly or indirectly from the City) that it may receive in relation to the Services, excluding any Missed Collections, at latest, by 7:00 pm of the following day.
- (i) The Supplier shall maintain a complete log, including names and addresses relating to all complaints and inquiries received and the action taken to rectify the complaint and shall make the log available for inspection by the City during normal office hours. In addition to making the log available for inspection, the Supplier shall submit to the City as required.

13.3 Customer Service Standards

The failure to meet any of the service and response requirements prescribed in Section 13.2 herein (“**Non-Performance**”) may result in the City assessing Liquidated Damages for every instance of non-performance in accordance with Article 22 herein.

ARTICLE 14

DELIVERY OF DESIGNATED MATERIALS

14.1 Delivery of Designated Materials to Designated Facility

- (a) The Supplier guarantees that all collected material will be transported either in a baled or loose state to an approved recycle processing facility.

ARTICLE 15

CITY REPRESENTATIVE AND INSPECTORS

15.1 City Representative

The City may designate by notice in writing to the Supplier a person or persons to have the delegated authority and full power to oversee the performance of this Agreement (the “**City Representative(s)**”). The Supplier shall comply with all instructions of the person(s) so designated. The City may, at any time during the Term and Extension, change the appointed City Representative by written notice to the Supplier.

15.2 Inspectors

The City may from time to time appoint one or more Inspectors to monitor and assist in the management of the Services and this Agreement. The City may, at any time during the Term and Extension, change the appointed Inspectors by written notice to the Supplier. The Supplier acknowledges and agrees that the Inspector may make corrective orders or request that the Supplier to stop performing any portion of the Services if the Services are not being executed in accordance with the provisions of this Agreement. The Supplier agrees to immediately comply with any orders or directions provided by the Inspectors, and shall cause the Supplier Personnel to immediately comply with all orders issued by Inspectors.

15.3 Performance Meetings

During the Term and Extension of this Agreement the Supplier Representative will attend meetings as required with the City Representative at a time and place to be agreed, to discuss the quality, performance and other matters related to the Services.

ARTICLE 16 REPORTING

16.1 Reporting Requirements

- (a) The Supplier shall at all times keep an accurate and up-to-date record of all activities related to the performance of the Services.
- (b) The Supplier shall use a computer Excel spreadsheet database for the purpose of documenting all calls, complaints and accidents (including damage claims) issued and the actions taken. The database shall be maintained on a daily basis and a copy of this information will be forwarded electronically to the City as requested.
- (c) The Supplier shall keep a copy of all weigh scale tickets issued to Collection Vehicles for Designated Materials deposited at the Designated Facility. The Supplier shall enter the weigh scale ticket information into a MS-Excel spreadsheet on a daily basis and provide a monthly summary.
- (d) The Supplier shall provide all information and data required pursuant to this Agreement to the City in a MS-Excel spreadsheet format;
- (e) The Supplier shall provide the City with any information relating to tag-notices as required.
- (f) The City may at any time request the Supplier to produce for inspection any records and reports relating to the provision of the Services. The City may photocopy such records and reports as it deems appropriate.
- (g) Save and except for reporting related to Missed Collections (for which the reporting process is described in Section 13.2), the City shall communicate any instances of Non-Performance within twenty-four (24) hours of assessment by the City of such Non-Performance by the Supplier. Email messages will be the

preferred means of communication with a follow-up direct telephone call where warranted.

16.2 Incident Reporting

- (a) The Supplier shall accurately document and immediately report all incidents involving Persons and/or private property to the Inspector and provide copies of all claims and reported damages to the Inspector in written form for each occurrence.
- (b) Driver incidents shall be reported to the City as soon as practical following their occurrence and no later than 48 hours after the event. Should the incident result in bodily injury or fatality they should be reported to the City immediately.

ARTICLE 17 INSURANCE

17.1 Renewable Multi-Year Consent of Surety

- (a) The Supplier shall provide a Consent of Surety, in such amount as necessary to fulfill the contract terms herein, signed and sealed by the Supplier's surety from a surety company authorized by law to carry out business in the Province of Saskatchewan and approved by the City.
- (b) Failure of the Supplier to provide the required Insurance within ten (10) business days from the date of the signing of the Agreement can be considered sufficient grounds for rejecting the Proposal and accepting the next most qualified Proposal or requesting new Proposals.

17.2 Liability Insurance Requirements

- (a) It is a requirement of the City that the Supplier shall have General Liability Insurance coverage of not less than \$10,000,000 per occurrence during the full term of the Agreement.
- (b) It is a requirement of the City that the Supplier shall have Automobile Liability Insurance coverage of not less than \$5,000,000 per occurrence during the full term of the Agreement.
- (c) It is a requirement of the City that the Supplier shall have Automobile Environmental Liability Insurance coverage of not less than \$5,000,000 per occurrence during the full term of the Agreement.
- (d) It is a requirement of the City that the Supplier shall have Motor Truck Cargo Insurance coverage of not less than \$32,000 for any one vehicle.

ARTICLE 18

INDEMNITY AND LIMITATION OF LIABILITY

18.1 Supplier's Indemnity

Notwithstanding anything to the contrary in this Agreement, the Supplier shall accept full responsibility for and shall indemnify and save harmless the City, its respective employees, contract employees, agents and elected representatives prior to, during, and after the Term and Extension, from and against all liability for:

- (a) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which may arise out of or in consequence of the performance or non-performance by the Supplier (including the Supplier Personnel) of the Services or its obligations under this Agreement, or the presence of the Supplier (including the Supplier Personnel) in any premises or property belonging to the City; and
- (b) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which are related to or are caused by the negligence or wilful misconduct of the Supplier and which, for certainty, shall include all actions, claims, demands, costs, charges, losses and expenses related to bodily injury, death and loss or damage to property.

18.2 City's Indemnity

The City shall defend, indemnify and save harmless the Supplier from and against any and all claims or liabilities, arising from:

- (a) the City's breach, violation or non-performance of this Agreement; and
- (b) any negligent acts or omissions or wrongful acts of the City, its elected officials, employees, agents or others for whom it is responsible at law.

18.3 Survival

The indemnities provided in this Article 18 shall survive the termination or expiration of this Agreement and continue in full force and effect without time limit.

18.4 Limitation of Liability

- (a) Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether in contract, tort, strict liability, indemnity, contribution or any other cause of action for or in relation to:
 - (i) business interruption, loss of actual or anticipated revenue, income or profits or any other form of economic loss;
 - (ii) exemplary or punitive damages; or
 - (iii) any other loss, liability or damage that can be considered consequential.

- (b) The Supplier acknowledges and agrees that the City, its respective employees, contractors, agents and elected representatives shall not be liable for, except in the case of gross negligence or willful misconduct, any property damage, bodily injury, death or personal injury to the Supplier, Supplier Personnel, or their respective directors or officers, or for any proceeding by any third party against the Supplier, Supplier Personnel, or their respective directors or officers, arising in the course of the performance or non-performance of the Supplier's obligations under this Agreement or arising otherwise in connection with this Agreement for any reason.

ARTICLE 19

REMEDIES

19.1 Remedies Not Exclusive

The rights and remedies of the City as set forth in any provision of this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Agreement.

19.2 No Waiver

- (a) The City's exercise of any remedy provided under this Agreement does not relieve the Supplier from any liability remaining under this Agreement.
- (b) The failure of either the City or the Supplier to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

19.3 Remedies and Expenditures Incurred

The City may, at its sole discretion, take such steps as deemed necessary to remedy any breach of this Agreement, and any damages or expenditures incurred by the City in that respect of such steps deemed necessary to remedy the breach, plus a reasonable allowance for administration costs overhead may be recovered by the City pursuant to Article 22.

ARTICLE 20

CONFIDENTIALITY AND PRIVACY

20.1 Protection of Confidential Information

The parties each agree that all Confidential Information shall at all times remain the property of the party that created it and that this Article 20 shall not apply to any information that a party is obligated to produce as a result of a court order or other legal requirement, provided that the party provides the other party with prior notice thereof and a reasonable opportunity to seek a protective order or other appropriate remedy.

20.2 Exception

The obligation to maintain the confidentiality of Confidential Information shall not relate to any information which:

- (a) comes into the public domain or is subsequently disclosed to the public (other than through the default of either party);
- (b) was already in possession of the party (without restrictions as to its use) on the date of receipt; or
- (c) is required to be disclosed by either party by virtue of an order of a court or tribunal, pursuant to a legal proceeding, or as otherwise required by Applicable Laws.

20.3 City Limitation

The Supplier acknowledges and agrees that the City is subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that the City's obligations under this Article 20 of this Agreement are limited by its public disclosure obligations under such legislation.

20.4 Supplier Compliance with LAFOIP

The Supplier hereby confirms that in performance of this Agreement it will protect personal information as defined in and in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act (Canada)* and shall comply with its obligations under such legislation, and all statutory re-enactments or modifications thereof, any regulations, rules, orders and codes of practice made pursuant thereto, and any guidelines issued by the Privacy Commissioner.

ARTICLE 21 TERMINATION

21.1 Termination for Cause

Without prejudice to the exercise of any alternative or additional remedy or of any accrued rights of the City, the City shall be entitled upon the occurrence of any of the following events to immediately terminate this Agreement:

- (a) the Supplier breaches this Agreement and fails to remedy or take reasonable steps to remedy such breach within thirty (30) calendar days from the date of a written notice of the breach being given to the Supplier by the City;
- (b) the Supplier becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the *Bankruptcy and Insolvency Act (Canada)*;
- (c) the Supplier having a winding-up order made or a resolution for voluntary winding-up passed;

- (d) the Supplier having a provisional liquidator, or receiver or manager of its business or undertaking duly appointed;
- (e) the Supplier being in circumstances which entitle a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which would entitle the court to make a winding-up order;
- (f) the Supplier persistently violates its health and safety obligations under Article 10 of this Agreement;
- (g) the Supplier commits any Prohibited Act;
- (h) the Supplier undergoes a change of Control;
- (i) the Supplier is unable to complete or has discontinued the Services; or
- (j) the Supplier fails to maintain Performance Security in accordance with Section 23 of this Agreement; or
- (k) any other reason, which is at the discretion of the City.

21.2 Consequences upon Termination

Upon termination of this Agreement:

- (a) the Supplier shall immediately cease to perform the Services;
- (b) the Supplier shall be liable to compensate the City for any loss or damages that the City has sustained as a consequence of any breaches of this Agreement by the Supplier;
- (c) if this Agreement is terminated for cause under Section 21.1, the Supplier shall fully and promptly indemnify and compensate the City in respect of the cost of causing to be performed such services as would have been performed by the Supplier during the remainder of the Term and Extension to the extent that such costs exceed such sums as would have been lawfully payable to the Supplier for performing such services (such costs to include all costs of concluding this Agreement and entering into a new contract with a replacement supplier). The City shall be free to have such services performed by any person (whether or not employees of the City) as the City may within its sole discretion determine; and
- (d) the City shall be under no obligation to make any further payments to the Supplier and shall be entitled to retain any payment which may have fallen due to the Supplier before termination until the Supplier has paid in full to the City all sums due under or arising from this Agreement, or to deduct there from any sum due under this Agreement.

ARTICLE 22

NON-PERFORMANCE

22.1 Liquidated Damages

- (a) If the Supplier fails to perform the Services in accordance with its obligations and the standards specified in this Agreement, the City shall assess liquidated damage for every instance of non-performance in accordance with the table attached as Schedule C "Liquidated Damages".
- (b) The Supplier acknowledges and agrees that, since it would be difficult to precisely ascertain or calculate the losses to the City in the event of the Supplier's non-performance of its obligations under this Agreement, the parties agree that the Liquidated Damages shall constitute a genuine pre-estimate of the damages that the City will suffer as a result of the Supplier's non-performance.
- (c) The Supplier, at the City's discretion, may be granted two (2) written warning per year before Liquidated Damages are assessed by the City.

22.2 Grace Period

In order to allow the Supplier to become familiar with the Services, the City agrees that it shall not assess any Liquidated Damages against the Supplier for the **first ninety (90) days** following the commencement of the Services to be provided under this Agreement.

22.3 Payment of Liquidated Damages

Where the City assesses Liquidated Damages against the Supplier in accordance with Section 22.1, the City shall be authorized to deduct the amount(s) of such Liquidated Damages assessed in any single month against the Service Fee invoice received from the Supplier for that same month. Where Liquidated Damages are assessed for a month for which the Service Fee has already been paid, the City shall be entitled to deduct such Liquidated Damages against the following month's invoice and/or to recover such Liquidated Damages by way of a claim against any Performance Security maintained by the Supplier or as provided in Section 23 of this Agreement. Where the City has deducted any amounts relating to Liquidated Damages against a Service Fee invoice provided by the Supplier to the City, the City shall, upon payment of such Service Fee invoice, provide a detailed accounting of the deduction and instances of non-performance giving rise to the Liquidated Damages.

22.4 Remedies for Non-Performance

- (a) In addition to assessing Liquidated Damages upon an event of non-performance by the Supplier, the City shall be authorized, acting reasonably:
 - (i) to require the Supplier to repeat the Services not performed in accordance with this Agreement at no cost to the City; or
 - (ii) to withhold payment and make arrangements for the City to provide and perform the Services not performed using its own forces or those of another contractor and deduct any extra costs incurred by the City from any payment due to the Supplier.
- (b) The Supplier acknowledges that where Liquidated Damages exceed \$50,000 in the twelve (12) months following the commencement date of the Services or any subsequent twelve (12) month period, the City shall be entitled to terminate this Agreement for cause. As of the beginning of each fresh twelve (12) month period,

any Liquidated Damages will be assessed as though the Supplier had no prior incidents or events for which the City is entitled to assess and deduct Liquidated Damages.

- (c) For further certainty, the rights and remedies referred to in this Section 22.4 shall be considered without prejudice to any other right or remedy that the City may have under this Agreement or in law and shall not relieve the Supplier of any obligations under the Agreement in respect of the Services.

ARTICLE 23

PERFORMANCE SECURITY

23.1 Supplier to Maintain Performance Security

To secure performance by the Supplier of all of its obligations under this Agreement, the Supplier shall deliver, as a condition precedent of this Agreement, in the amount sufficient to fulfill the terms of this Agreement. If the Supplier has proposed another form of performance bond which has been approved by the City, the Supplier may fulfil its Performance Security obligation by delivering such alternative bond form provided always that it is in the amount sufficient to fulfill the terms of this Agreement. The performance bond must either automatically renew or be valid for the Term of the Agreement in the amount of \$760,000, such that continuous coverage is provided throughout the term of the Contract. No interest will be paid by the City. Where required by the surety issuing the bond, the Supplier will renew the bond from time to time so it remains in effect until six (6) months after the expiry or termination of this Agreement.

23.2 Realization of Performance Security

The Supplier acknowledges and agrees that the Performance Security may be realized upon by the City where the Supplier is in breach of its obligations under this Agreement and where the City must incur or has incurred, without limitation, any indebtedness, liabilities, obligations, costs, fees or expense whatsoever (collectively, the “**Liabilities**”), including any Liabilities incurred to facilitate the provision of the Services and any legal costs or costs in relation to legal proceedings resulting from the Supplier’s breach of its obligations under this Agreement. Where required by the terms of the Performance Security, the Supplier will be given notice of the City’s intention to realize on the Performance Security. Otherwise, the City may realize on the Performance Security without prior notice to the Supplier.

23.3 Replacement of Performance Security

Where the Performance Security is drawn upon, and provided that this Agreement has not been terminated by the City, such Performance Security shall be renewed or replaced so that it meets the then applicable threshold set out in section 23.1 herein.

ARTICLE 24

INTELLECTUAL PROPERTY RIGHTS

24.1 Ownership of Intellectual Property Rights

The Intellectual Property Rights in this Agreement and all documents, records, data, or other information produced by the Supplier as part of the Services shall belong exclusively to the City. All Intellectual Property Rights belonging to the City shall, at all times, remain the property of the City.

24.2 Use of Intellectual Property Rights

The Supplier shall not in connection with the performance of the Services use, manufacture, supply or deliver any process, article, matter or thing, where the use, manufacture, supply or delivery of which would be an infringement of any Intellectual Property Right.

24.3 Vesting of Intellectual Property Rights

Any and all Intellectual Property Rights developed under this Agreement or arising from the provision of the Services by the Supplier shall belong to the City and the Supplier agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the City.

24.4 Intellectual Property Indemnity

The Supplier shall fully indemnify and save harmless the City from and against all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the Supplier's performance of this Agreement or of any materials, plant, machinery, tools or appliances used therein or thereon, or in any way therewith, by the Supplier.

ARTICLE 25

DISPUTE RESOLUTION

25.1 Dispute Resolution Process

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement including in respect of this Agreement's existence, validity or termination (collectively, a "**Dispute**") through good faith, without prejudice negotiation between selected members of their respective senior management team commenced by delivery of a written and dated notice of a Dispute (a "**Dispute Notice**"). If the parties do not reach an agreement which finally disposes of the Dispute within sixty (60) days after the delivery of the first Dispute Notice, the Dispute shall be referred to binding arbitration as follows:

- (a) No arbitration proceeding shall be commenced after expiry of the time specified for commencement of actions or proceedings under the applicable statute of limitations;
- (b) The arbitration shall be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) (the “**Arbitration Act**”). If there is a conflict between the provisions of this Agreement and the provisions of the Arbitration Act, the Arbitration Act shall rule.

ARTICLE 26

TRANSITION OF SERVICES

1.2 Transition Assistance and Cooperation

- (a) Upon termination or expiration of this Agreement, the Supplier shall cooperate with the City to assist with the orderly transfer of the Service functions and operations including:
 - (i) notifying all affected contractors and sub-contractors of the Supplier;
 - (ii) performing the transition service plan activities;
 - (iii) answering questions regarding the Services as-needed;
 - (iv) utilizing the same Equipment standards during the transition; and
 - (v) providing such other reasonable services needed to effectuate an orderly transition to a new supplier, as may be required by the City.

ARTICLE 27

MISCELLANEOUS

27.1 No Partnership or Joint Venture

Nothing herein shall imply a relationship of employment, agency, association of persons, partnership or joint venture between the Supplier and the City. The Supplier shall not indicate or represent to any third party that the City is an employee or agent of the Supplier. The Supplier shall have no authority to commit the City to any third party. The Supplier shall be responsible for all business taxes, payroll remittances, benefits, assessments, remittances and all other applicable statutory payments and deductions for the Supplier, its employees, and all subcontractors, including any required federal and provincial withholding, self-employment and social security taxes, unemployment insurance, and worker’s compensation insurance and assessments.

27.2 Further Assurances

Each party upon the request of the other, whether at or after the Term, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such

further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

27.3 Notices

Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery, fax, email or similar telecommunications device and addressed as follows:

- (a) in the case of the City at:

Attention: Director of Engineering Services
228 Main Street North
Moose Jaw, SK S6H 3J8
Fax: (306)694-4473
Email: jmickleborough@moosejaw.ca

- (b) in the case of the Supplier, to it at:

Attention: Curtis West
620 McLeod Street
Regina, Saskatchewan
S4N 4Y1
Fax: (306) 721-2543
Email: cwest@loraasdisposal.com

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by fax, email or similar telecommunications device on the Business Day next following sending of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a Business Day than it shall be deemed to have been delivered and received on the Business Day next following such delivery. Either party may change its address for service by notice delivered as aforesaid.

27.4 Entire Agreement

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

27.5 Time of Essence

Time shall be of the essence of this Agreement.

27.6 Subcontracting

- (a) The Supplier may only sub-contract the performance of this Agreement or any part thereof with the prior written consent of the City, and shall cease to so sub-contract if the City withdraws its consent. The City reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this Section 27.6(a), including but not limited to payment to the City of such reasonable administrative and legal costs as may be incurred by the City or the posting of such additional security as the City, acting reasonably, may consider appropriate.
- (b) Any consent provided by the City pursuant to this Section 27.6 (if given) shall not relieve the Supplier from any liability or obligation under the Agreement and the Supplier shall be responsible for the acts, defaults or neglect of any sub-contractor or its agents or employees in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the City may require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the sub-contractor concerning the provision of the Services and compliance with the Agreement in all respects.
- (c) All Subcontractors shall operate in accordance with this Agreement which shall be required by the Supplier of the subcontractor
- (d) Any dispute between the Supplier and Subcontractor shall not involve the City.

27.7 Restriction on Assignment

This Agreement shall inure to the benefit of the parties hereto and their respective successors, administrators and (permitted) assigns. Neither party may assign this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld or delayed, provided however that this Agreement may be assigned by the City to any of its affiliates, associates, subsidiaries, partners and related entities.

27.8 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- (a) the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and
- (c) the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding any of the foregoing, the settlement of strikes, lockouts, and other labour disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle any strike, lockout or other labour dispute on terms which it deems inadvisable.

27.9 Survival

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

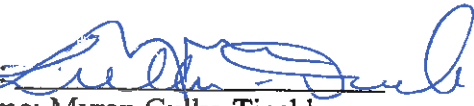
27.10 Counterparts

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

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

THE CITY OF MOOSE JAW

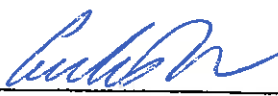
Per: 
 Name: Deb Higgins
 Title: Mayor

Per: 
 Name: Myron Gulka-Tiechko
 Title: City Clerk

Seal



LORAAS DISPOSAL SERVICES LTD.

Per: 
 Name: CURTIS WEST
 Title: GENERAL MANAGER

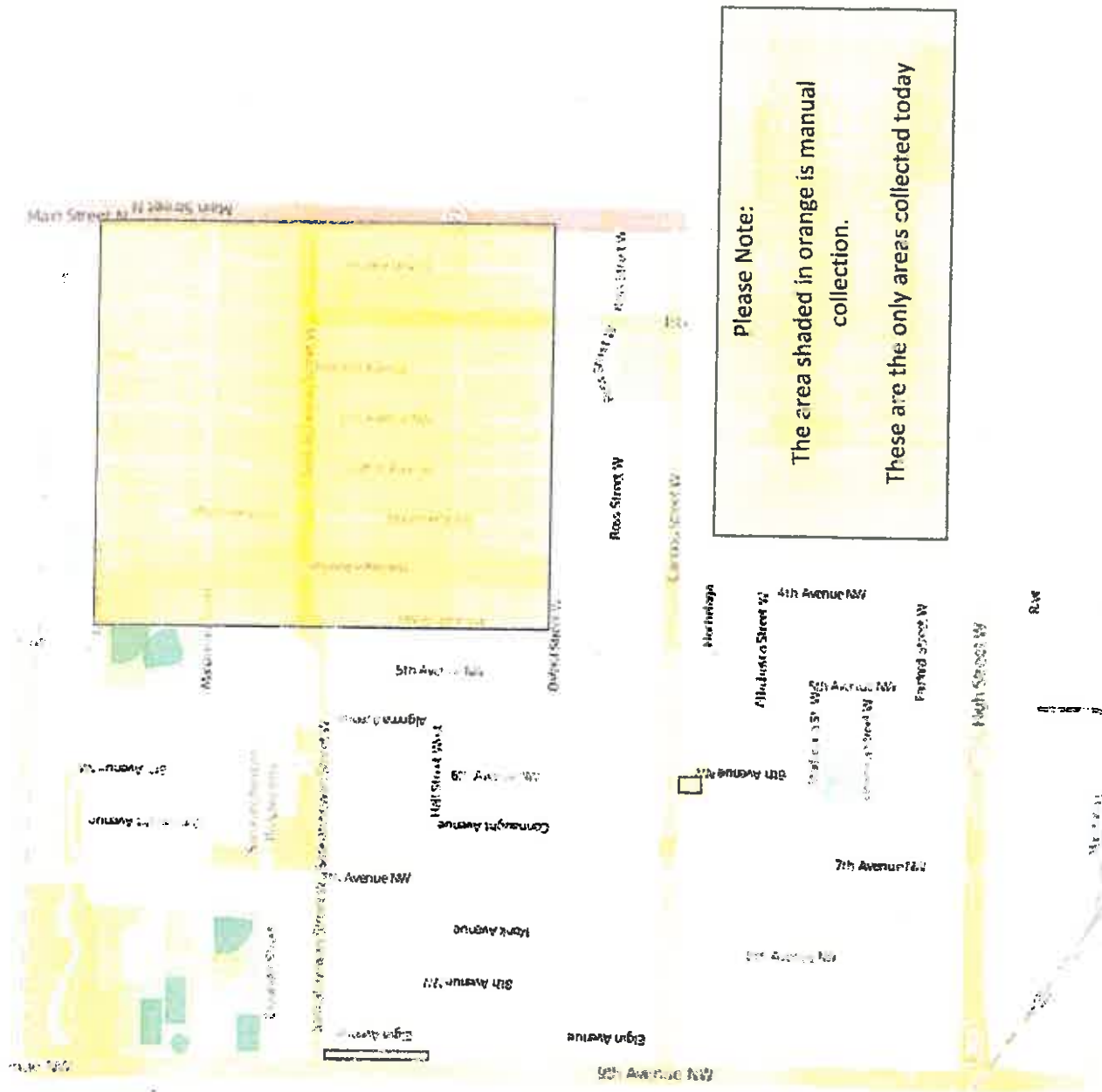
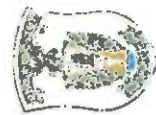
Seal



Schedule A General Collection Routes in Moose Jaw
(Subject to Minor Route and Service Adjustments)

The final configuration of the routes as per the Proposal and the attached maps incremental amendment and as provided for under Article 6 Change Management in this Agreement. This map is general and illustrative. A large scale operational map will be shared between the City and the Supplier and will contain all detailed information

Route: A



Please Note:

The area shaded in orange is manual collection.

These are the only areas collected today

Curbside Recycle Collection Map

Truck: 1

Route: B

HOME SWEET E

2nd Avenue S.W.

MS 2244b. 25.

147000-30

$$\left(\frac{1}{\sqrt{\pi}} e^{-x^2} + A_0(x) \right), \quad \frac{A_0(x)}{\sqrt{\pi}}$$

Tapley Street

Bedford Street W

புதுப் புகழ்

Gandhi's Story by

Gravels - 2500000

CONCLUSION

Page 717E

2nd Avenue S

11-11-2004

Introduction

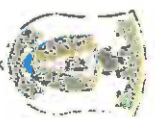
Please Note:

The area shaded in orange is manual collection.

These are the only areas collected today



LORRAS DISPOSAL



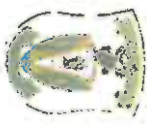
Route: A



City of Moose Jaw

Curbside Recycle Collection Map

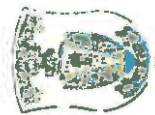
Day: Tuesday
Truck: 2
Route: A



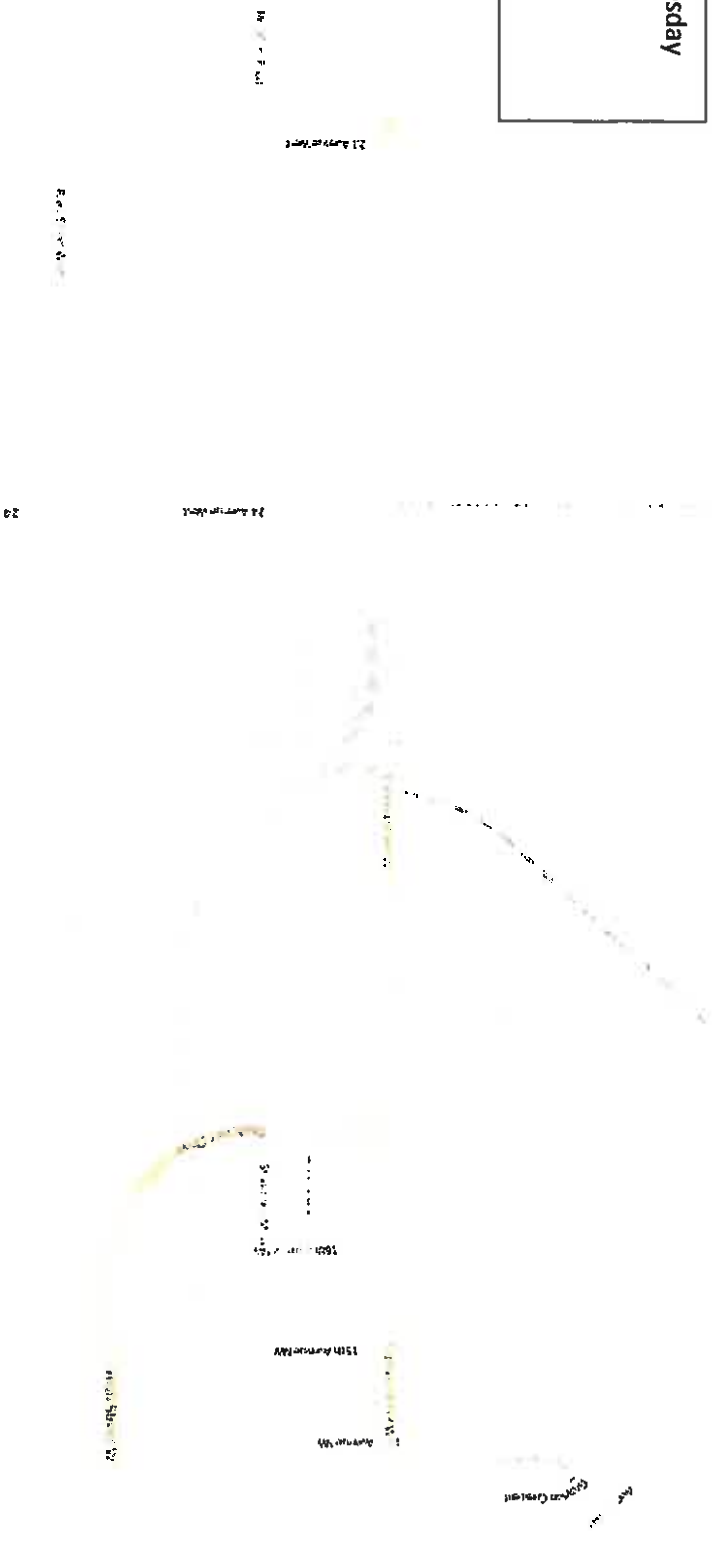
Day: Tuesday

Truck: 1

Route: B



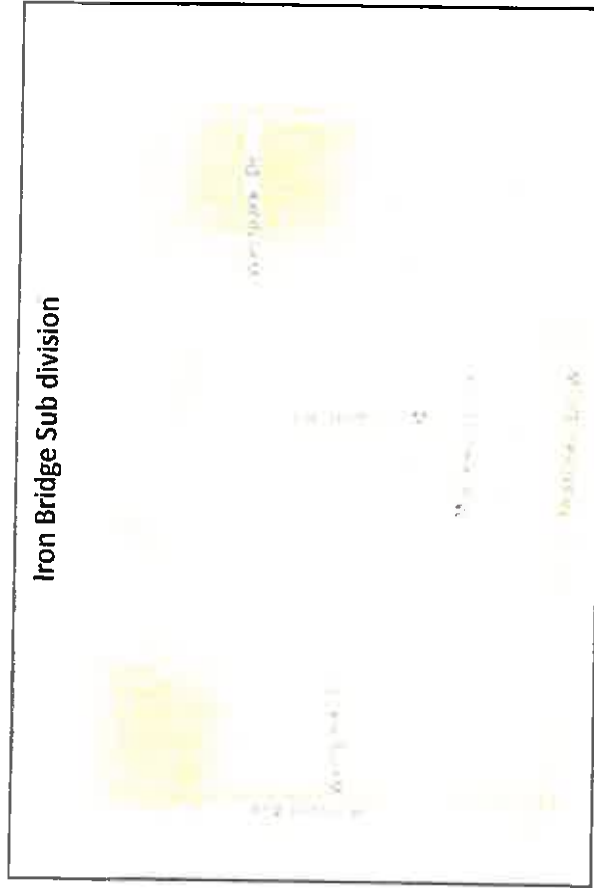
Day: Tuesday
Truck: 2
Route: B



Day: Wednesday

Truck: 1

Route: A



Watchdog Dr



LORAS
DISPOSAL



C / of Moose Jaw

Curbside Re /cle Collection Map

Day: Wednesday
Truck: 2
Route: A



Day: Wednesday

Truck: 1

Route: B

Day: Wednesday

Truck: 2

Route: B

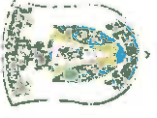
Please Note:

The area shaded in green is manual collection.

This area is indicated for collection on Monday collection maps



LOR44S
DISPOSAL



C of Moose Jaw

Curbside Recycling Collection Map

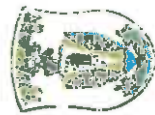
Day: Thursday

Truck: 1

Route: A



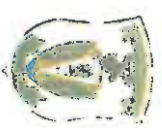
LORAAS
DISPOSAL



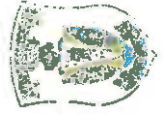
C / of Moose Jaw

Curbside Recycling Collection Map

Day: Thursday
Truck: 2
Route: A



Day: Thursday
Truck: 1
Route: B



1000 to 1100



1400 Street East

1400 Street East



1100 Avenue NE

1000 Avenue NE

1000 Avenue NE

1100 Street E

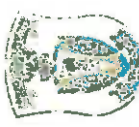
1100 Street E



1500 Street E

1500 Street E

Day: Friday
Truck: 1
Route: A



Curbside Recycling Collection Map

Route: B



Schedule B

Service Fees for the City of Moose Jaw Solid Waste Collection Agreement

Table 1 Residential Costs for Single, Multi-Unit Residential, and Municipal Facilities

Table 1

Per the proposal contract costs to the City from Loraas are as follows:

	Year 1	Year 2	Year 3
Collection	\$34.50	\$35.36	\$36.25
Transportation	\$7.50	\$7.69	\$7.88
Processing	\$24.00	\$24.60	\$25.22
Total cost / Cart (Home)	\$66.00	\$67.65	69.34

These rates shall be billed to the City monthly, based on actual number of designated residences and corresponding assigned recycle cart.

Schedule C Liquidated Damages Table for City of Moose Jaw

Incident	\$250 / incident	\$500 / incident	\$1000 / incident	\$2000 / incident
Failure to submit reports or documents within specified timelines	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Failure to clean up mechanical or oil spillage	n/a	n/a	n/a	Each incident
Failure to clean up waste, spillage and loose materials	n/a	3-5 incidents	6-10 incidents	>10 incidents
Failure to report and settle incidents involving damage to public or private property	n/a	n/a	n/a	Each incident
Proponent personnel scavenging Designated Materials	n/a	Each incident	n/a	n/a
Inappropriate appearance and/or conduct by Proponent personnel	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Failure to return Carts to their original location	3-14 incidents	> 15 incidents	n/a	n/a
Failure to return to rectify any Missed Collections in accordance with the specified timelines	n/a	Each incident	n/a	n/a
Failure to respond to customer complaints and concerns in accordance with the specified timelines	Each incident	n/a	n/a	n/a
Collections outside of Collection Schedule	n/a	Per Route	n/a	n/a
Failure to comply with health and safety requirements	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Collection Vehicles not conforming to requirements	n/a	n/a	Per Vehicle	n/a
Failure to maintain Carts in accordance with specified requirements	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents

