

**Schedule 2**  
**Payment for Collection Services**

## **1 PAYMENT**

### **1.1 Payment for Services**

The price for the Services (the “Collection Services Price”) will be the total sum of the product of the following:

- a) the quantities determined as described in this Schedule 2; and
- b) the unit prices listed in Schedule 3 (Proposal Submission Form) to the Contract.

## **2 UNIT PRICES**

### **2.1 Unit Prices - Services**

The unit prices for Services set out in Schedule 3 (Proposal Submission Form) will include all costs to perform the Services as outlined in this Contract including all costs of supervision, labour, material, equipment, overhead, financing, insurance, head office, and all other costs and expenses whatsoever incurred in performing the Collection Services, and will include all profit, and all applicable taxes except for GST.

### **2.2 Extra Services - Pricing**

Pricing for Extra Services will include all costs on an hourly basis to provide Extra Services including all costs of, labour, material, equipment, supervision, overhead, financing, insurance, and will include all profit, and all applicable taxes except for GST.

### **2.3 Price Adjustments**

The unit prices will be adjusted over the Term as follows:

- a. Unit prices for the Services set out in Schedule 3 (Proposal Submission Form) will be adjusted annually, as of the anniversary of the Collection Commencement Date, based on the Consumer Price Index (CPI) for Vancouver, British Columbia as published by Statistics Canada, expressed as a percentage, and will be calculated based on a comparison of the CPI for the month of April of the current year with the CPI for the month of April of the previous year. The CPI change shall be accumulative and at no time will such adjustment be in a negative position; and

## **3 QUANTITIES**

### **3.1 Estimated Quantities**

- a) The estimated quantities listed in this Contract, including without limitation Schedule 3 (Proposal Submission Form) to the Contract and the Appendices to Schedule 1, are based on the best information available to the City at the time the Contract documents were prepared, but the City does not guarantee the information to be accurate. The parties agree that the actual quantity of units as will be applicable to the determination of the Contract Price may vary from the quantity or numbers set out in Proposal Submission Form to the Contract and that the unit

prices will not change as a result. The unit prices will take account of the possible changes in the number of units that could or will occur during the Term.

- b) The actual quantities may vary continuously during the Term for various reasons, such as due to new construction and growth in the City increasing the quantity of Residential Units, and required changes in the number or location of Civic Facilities.

### 3.2 Determination of Quantity of Residential Units

For the purposes of the calculation of the Collection Services Price pursuant to Section 1.1 of this Schedule 2, regardless of the actual number of Residential Units to which the Contractor has provided Services, the number of Residential Units will be the total for all Residential Units within the Collection Area as set out in the City's solid waste utility Tax Roll (the "Tax Roll"), as may be amended every year on the anniversary of the Collection Commencement Date.

### 3.3 Determination of Quantity for On-Demand Large Item Pick Up

The calculation of the Collection Services Price pursuant to Section 1.1 of Schedule 2, the number of LIPU collections will be the actual number of LIPU collections performed by the Contractor for each month.

### 3.4 Determination of City Facility Services

For the purposes of the calculation of the Collection Services Price pursuant to Section 1.1 of this Schedule 2, the type of Service for City Facilities will be as shown in Appendix B to Schedule 1, as may be amended by the City's Representative under the terms of this Contract.

### 3.5 Determination of Hours of Extra Services

For the purposes of payment for Extra Services, the number of actual hours of Extra Services, as directed and agreed to by the City's Representative, will be the basis of payment.

## 4 **PERFORMANCE DEDUCTIONS**

Without limiting in any way the City's rights under this Contract or otherwise, the following deductions will be applied to specific failures to provide the Services or otherwise comply with the Contract. The failures listed in this section reflect a lower quality of Service than what the Contractor has expressly agreed; this calls for an adjustment of the price that the City is be required to pay for the Services, as itemized below.

Item	Performance Requirement	Deduction
<b><u>Collection Failure</u></b>		
1)	Failure to collect a Missed Collection in accordance with Section 7 of Schedule 1	\$100 per container
2)	Missed Collection of an entire block (three or more houses on the same side of the street or lane between two streets)	\$300 per block

	not expressly authorized by the Contract.	
3)	Failure to notify the City immediately prior to the next business day of any area(s) where Service was not possible during the collection day.	\$1,000 per day
<b><u>Manner of Collection</u></b>		
4)	Damage to a container caused by the Contractor.	\$100 per incident
5)	Failure to place Containers and/or lids back in original Container Location or collect spillage in accordance with Section 6.6 of Schedule 1.	\$100 per incident, to a maximum of \$1,000 per route per day
6)	Failure to repair the City's or a resident's property damaged by the Contractor within 14 days of the occurrence of the damage.	\$250 per incident
7)	Using collection vehicles exceeding weight limits set in accordance with Section 9.1 of Schedule 1.	\$250 per incident
8)	Failure to provide and maintain vehicle identification numbers, company name and telephone number on each side of all vehicles used in the performance of this Contract.	\$250 per incident
9)	Emptying or discarding properly labeled containers or materials into the wrong collection vehicle (this does not apply if a resident improperly places materials in the wrong container and such container is properly collected by the appropriate collection vehicle).	\$500 for first incident, \$1000 for second incident. Driver and/or swamper prohibited from performing work under the Contract after third incident.
10)	Performing Collections outside of the hours as specified in Schedule 1 Section 7.4.	\$250 per incident
11)	Performing Collections on a day contrary to the Regular Schedule set out in the Contract, except as expressly permitted herein.	\$250 per incident
12)	Failure to provide written reports concerning complaints to the City by the end of the next working day of the event.	\$250 per incident
13)	Failing to provide on a timely basis and after a written request by the City monthly reports, weekly reports, and quarterly reports as outlined in the Contract.	\$250 per incident

14)	Unsatisfactory performance by Contractor after two notices to correct specific incidences involving the same address or collector in any six-month period (e.g. leaving gates open, crossing planted areas, abusive language to customers, or similar violations)	\$300 per incident
<b><u>Significant Omissions</u></b>		
15)	Submitting false data, information or reports to the City.	\$5,000 per incident
16)	Using a vehicle assigned to this Contract, or a vehicle marked as serving the City of Coquitlam, to service a municipality, property, firm or establishment not part of the Services.	\$10,000 per vehicle per municipality, property, firm, or establishment
17)	Failure to provide the required number of collection vehicles at the commencement date of this Contract or failing to maintain an adequate inventory of collection vehicles during the Term.	\$10,000 per day
18)	Failure to provide an updated Environmental Management Plan specific to the contract by Feb 1 <sup>st</sup> each year	\$5,000 per month
19)	Failure to provide previous year's total energy use by vehicle by Feb 1 <sup>st</sup> of the following year.	\$5,000 per month