

**Appendix 1**

**23-011**

# **Waste Collection Services Contract**

**CITY OF COQUITLAM**

**and**

**July 1, 2024 to June 30, 2031**

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[Schedule 6 Business Licence](#)

[Schedule 7 Non-Disclosure Agreement](#)

[Schedule 8 Prime Contractor Designation Form](#)

## WASTE COLLECTION SERVICES

**THIS CONTRACT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**").

**BETWEEN:**

**CITY OF COQUITLAM**, a municipal corporation having an address of 3000 Guildford Way, Coquitlam, British Columbia V3B 7N2  
(the "**City**")

**AND:**

(the "**Contractor**")

**WHEREAS:**

- A. Pursuant to the City's 2023 Request for Proposals # 23-011 the City invited proposals from proponents for the provision of waste collection services.
- B. The Contractor submitted a proposal (Schedule 3 Proposal Submission Form) in response to the Request for Proposals and was selected by the City as the successful proponent.
- C. The City and Contractor now wish to enter into this Contract to set forth the rights and obligations of each of them.

**NOW THEREFORE THIS CONTRACT WITNESSETH** that in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which hereby acknowledged), the parties hereby covenant and agree with each other as follows:

**DEFINITIONS** In this Contract:

“**Advisories**” has the meaning set out in Section 6.8(a) of Schedule 1;

“**Additional Yard Waste Collection**” has the meaning set out in Section 4.5 of Schedule 1;

“**Assisted Collection**” has the meaning set out in Section 6.9 of Schedule 1;

“**Automated Collection**” means the emptying of Garbage and Organics Containers into the appropriate collection vehicles by the vehicle operator who engages a mechanical apparatus to lift each Container and empty the contents directly into the collection vehicle without requiring any other manual labour to empty the Containers;

“**Bear Route**” has the meaning set out in Section 7.1 of Schedule 1;

“**Bi-weekly Collection**” means Garbage is collected every other week;

“**Bundle**” means a securely tied bundle (using natural fibre twine) of Yard Waste of no greater than 60 centimetres in circumference, no greater than 1 metre in length and with an overall maximum weight of 20 kilograms. Individual pieces of Yard Waste should have a diameter of no more than 7.5 centimetres and a length of no more than 1.0 metre;

“**Cart**” has the meaning set out in Section 6.2 of Schedule 1;

“**City Facility**” means a building or other premises, located within the City, that is occupied by the City or other entity under agreement with the City, and in respect of which the City’s Representative has directed the Contractor to perform Garbage Collection or Organics Collection or Recyclables Collection, as listed in **Appendix B City Facilities – Garbage, Organics and Recyclables Collection** of Schedule 1, as may be amended under the terms of this Contract;

“**Change**” has the meaning set out in Section 2.7 of this Contract;

“**Change Directive**” has the meaning set out in Section 2.8 of this Contract;

“**Change Order**” has the meaning set out in Section 2.7 of this Contract;

“**City’s Representative**” has the meaning set out in Section 14.1(b) of this Contract;

“**Collection Area**” has the meaning set out in Section 6.1 of Schedule 1;

“**Collection Commencement Date**” has the meaning set out in Section 4.1 of this Contract;

“**Collection Materials**” means, collectively, Garbage, Organics and Recyclables;

“**Collection Requirements**” include the meaning set out in Section 6.8 (a) of Schedule 1;

“**Collection Services Price**” has the meaning set out in Section 1.1 of Schedule 2;

“**Complaint Logbook**” has the meaning set out in Section 8.2(a) of Schedule 1;

“**Container**” or “**Containers**” has the meaning set out in Section 6.2 of Schedule 1;

“**Container Location**” means the location a Container is to be set out at for collection as provided in Section 6.4 of Schedule 1;

“**Contract**” means this Contract between the City and the Contractor as described herein including the schedules described in Section 1.2;

**“Contractor’s Representative”** has the meaning set out in Section 14.1(a) of this Contract;

**“Curbside”** has the meaning set out in Section 6.4(a) of Schedule 1;

**“Current Year”** has the meaning set out in Section 4.1(b) of this Contract;

**“Default Costs”** has the meaning set out in Section 9.5(d) of this Contract;

**“Dispute”** means any difference between the City and the Contractor, of any claim, or any dispute, relating to or arising out of the Services, or the interpretation of this Contract, or any failure by the City and the Contractor to agree where the Contract calls for agreement;

**“Effective Date”** means the date set out on page 5 of this Contract.

**“Environmental Plan”** has the meaning set out in Section 9.14 of Schedule 1;

**“Extended Producer Responsibility Program” or “EPR”** means a recycling program approved by the Province of BC whereby producers are required to take responsibility for the life cycle of products that are identified in the [Recycling Regulation](#), B.C. Reg. 162/2020.

**“Extra Services”** has the meaning set out in Section 2.1 of this Contract;

**“Food Waste”** means kitchen food waste including fruit and vegetable peelings and cuttings, excess or spoiled prepared food, raw or cooked meat cuttings, and other discards deemed acceptable by the operator of the Organics Facility;

**“Garbage”** means litter, rubbish, trash, waste, garbage and refuse that originates from Residential Units and City Facilities except that for greater certainty does not include hazardous waste, contaminated soil, asbestos or other similar material that requires special handling or disposal procedures pursuant to Applicable Law, nor does not include material arising from building construction or demolition, including caps of wood, concrete, drywall, insulation, siding, roofing, steel, masonry, wire, structural metal, etc.

**“Garbage Collection”** has the meaning set out in Section 2.1 of Schedule 1;

**“Garbage Facility”** means the facility known as the “United Boulevard Recycling and Waste Centre” located at 955 United Boulevard, Coquitlam, B.C., or such other garbage disposal facility as the City’s Representative may approve from time to time in accordance with this Contract;

**“Good Industry Practice”** has the meaning set out in Section 2.3 of this Contract;

**“Greenhouse Gas Emissions” or “GHGs”** – means a gas that contributes to the greenhouse effect by absorbing infrared radiation;

**“G.S.T.”** means any Goods and Services Tax payable in connection with the Services pursuant to the Excise Tax Act, R.S.C. 1985, c. E-15, as amended and will also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority in addition to or in substitution for the Goods and Services Tax;

**“Holiday”** means any of the following days:

- New Year’s Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day

- BC Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

**“Indemnified Parties”** has the meaning set out in Section 11.1 of this Contract;

**“Invoice Period”** has the meaning set out in Section 5.3 of this Contract;

**“Implementation Plan”** has the meaning set out in Section 2.10 of this Contract;

**“Large Item Pick-Up Program”** or **“LIPU”** has the meaning set out in Section 3.0 of Schedule 1;

**“Letter of Credit”** means a letter of credit on terms reasonably satisfactory to the City, in the amounts as set out in Section 2.4 of this Contract;

**“Manual Collection”** means the method of emptying Garbage or Organics Containers into the appropriate collection vehicles by using manual labour to lift each Container to discharge the contents;

**“Mattress Recycling Facility”** means the mattress recycling facility operated by Canadian Mattress Recycling located at #140 715 Eaton Way, Delta BC.

**“Missed Collection”** has the meaning set out in Section 7.8 of Schedule 1;

**“Notice of Non-Compliance”** has the meaning set out in Section 6.8(b) of Schedule 1;

**“Operations Plan”** has the meaning set out in Section 2.11 of this Contract;

**“Organics”** means Yard Waste, Food Waste, or Yard Waste commingled with Food Waste;

**“Organics Collection”** has the meaning set out in Section 4.1 of Schedule 1;

**“Organics Facility”** means the transfer site operated by Augustine Soil and Mulch., located at 17949 Kennedy Road, Pitt Meadows, B.C., or such other organics processing facility as the City’s Representative may approve from time to time in accordance with this Contract;

**“Pandemic”** has the meaning set out in Section 3.1 of this Contract;

**“Pandemic Restrictions”** has the meaning set out in Section 3.1 of this Contract;

**“Personnel”** has the meaning set out in Section 12 of this Contract;

**“Pilot Test”** has the meaning set out in Section 6.12 of Schedule 1;

**“Records”** has the meaning set out in Section 7.1 of this Contract;

**“Recyclables”** means a product or substance accepted for recycling including:

- |                             |                               |
|-----------------------------|-------------------------------|
| (a) printed paper;          | (g) metal packaging; and      |
| (b) corrugated cardboard;   | (h) such additional and other |
| (c) paper packaging;        | materials as the City may     |
| (d) paper cartons and cups; | advise from time to time      |
| (e) plastic containers;     | in writing;                   |
| (f) glass containers;       |                               |

**“Recyclables Collection”** has the meaning set out in Section 5.1 of Schedule 1;



**“Recycling Depot”** means the City owned facility located in Town Centre Park where City residents are allowed to drop off a range of acceptable Recyclables as determined by the City;

**“Recycling Facility”** means the recyclable materials recovery and processing facility operated by Urban Impact, located at 5 Capilano Way, New Westminster, B.C., or such other recycling facility as the City’s Representative may approve from time to time in accordance with this Contract;

**“Regular Schedule”** has the meaning set out in Section 7.4 of Schedule 1;

**“Residential Units”** means “Residential Dwellings” as defined in the City of Coquitlam [Solid Waste Management Bylaw No. 4679, 2016](#) that the Contractor is required to provide Services to under this Contract;

**“RFID”** has the meaning set out in Section 9.1 of Schedule 1;

**“Routes”** has the meaning set out in Section 7.1 of Schedule 1;

**“Semi-Automated Collection”** means the collection of Garbage, Organics, or Recyclables using a specially designed vehicle with mechanical apparatus which requires the collection crew to manually situate the Container in the appropriate position for lifting;

**“Services”** has the meaning set out in Section 2.1 of this Contract including:

- (a) the Garbage Collection;
- (b) the Organics Collection;
- (c) the Recyclables Collection; and
- (d) the collection, transport and disposal of items through the Large Item Pick Up Program from the Residential Units;

**“Subcontractor”** means a person, firm or other entity having a direct contract with the Contractor to perform a part or parts of the Services;

**“Tax Roll”** has the meaning set out in Section 3.2 of Schedule 2;

**“Term”** has the meaning set out in Section 4.1 of this Contract;

**“Workers Compensation Act”** means the Workers Compensation Act, R.S.B.C. 2019, c. 1.

**“Yard Waste”** means organic yard or garden waste that originates from residential sources, including grass clippings, tree clippings, leaves, other trimmings, tree and hedge prunings, plants, flowers, pumpkins, clean Christmas trees and any other organic yard or garden waste commonly generated in the maintenance of yards and gardens, except for greater certainty, Yard Waste does not include material that originates from commercial operations, including land development and landscaping services, loose soils, plastics and synthetic fibres, lumber, any wood or tree limbs over 7.5 centimeters in diameter, human or animal excrement, noxious weeds, soil contaminated with hazardous substances and other organic yard or garden waste commonly discarded as Garbage in the course of maintaining yards and gardens.

**“Zones”** has the meaning set out in Section 7.1 of Schedule 1.

## 1 INTERPRETATION

### 1.1 General

This Contract will be interpreted according to the following, except to the extent that the context or the express provisions of the Contract otherwise require:

- a) "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" will, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;
- b) the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
- c) the word "including", when following any general statement, term or matter, will not 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 will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- d) any reference to a statute or bylaw will include any regulations made pursuant thereto and will be deemed to be a reference to such statute, bylaw or regulation as amended and in force from time to time, and to any statute, bylaw or regulation that may be passed which has the effect of supplementing or superseding the same;
- e) words and abbreviations which have well-known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- f) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and City's and vice versa;
- g) the Contractor will not, without the express written consent of the City, assign this Contract, or any portion of this Contract;
- h) the Contractor may, with the express written consent of the City which may be withheld, enter into an agreement with a Subcontractor to provide the Services or a part thereof. Any such subcontract must provide that the Subcontractor will provide the Services, or part thereof, subject to the terms and conditions of this Contract. Notwithstanding the City's consent to a subcontract, the Contractor will at all times during the Term of the Contract remain fully liable and responsible for all the Contractor's obligations under the Contract; and

- i) while the City believes that the sample calculations provided in this Contract are correct, in the event of a conflict between the methodology of a calculation in the Contract and a sample provided, the methodology of the calculation shall supersede the sample.

## 1.2 Schedules

The following schedules are attached to and form part of this Contract:

- a) [Schedule 1 Collection Services](#)
- b) [Schedule 2 Payment for Collection Services](#)
- c) [Schedule 3 Proposal Submission Form](#)
- d) [Schedule 4 Letter of Credit](#)
- e) [Schedule 5 Certificate of Insurance](#)
- f) [Schedule 6 Business Licence](#)
- g) [Schedule 7 Non-Disclosure Agreement](#)
- h) [Schedule 8 Prime Contractor Designation Form](#)

## 2 **SERVICES**

### 2.1 Services

Throughout the Term, the Contractor will, in accordance with the terms of this Contract, perform all the obligations, including all services, required to be performed by the Contractor under this Contract (collectively, the “**Services**”), and will do so in accordance with the requirements of such performance as set out in this Contract.

At any time during the Term if directed by written notification by the City, the Contractor will perform services that relate to but are in addition to the Services (the “**Extra Services**”).

### 2.2 Compliance with the Law and City Bylaws

The Contractor will at a minimum perform all Services in accordance with all applicable laws including the following bylaws, and any revisions or amendments, of the City:

- a) [Business License Bylaw No. 4344, 2013](#);
- b) [Solid Waste Management Bylaw No. 4679, 2016](#);
- c) [Street and Traffic Bylaw No. 4402, 2014](#);
- d) [Stream and Drainage System Protection Bylaw No. 4403, 2013](#);
- e) City of Coquitlam [Noise Regulation Bylaw No. 1233, 1982](#); and
- f) City of Coquitlam [Zoning Bylaw No. 3000, 1996](#).

### 2.3 Standard of Performance

The Contractor will at all times during the Term perform the Services:

- a) having regard for the concerns, needs and interests of the City, the residents of the City and the environment; and
- b) using standards, practices, methods and procedures to a good commercial standard, conforming to applicable law and exercising that degree of skill, care and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced North American waste collection operator undertaking services similar to the Services (“**Good Industry Practice**”).

#### 2.4 Letter of Credit

The Contractor will provide the Letter of Credit from a Canadian financial institution in favour of the City as follows:

- a) within 10 days of the Effective Date provide the Letter of Credit for the first calendar year of the Term, in the amount of 25% of the annual Contract value; and
- b) in every subsequent year of the Term provide a Letter of Credit in the amount of 25% of the previous year’s Contract value.

The Contractor will renew the Letter of Credit as required by this Contract so that it remains valid at all time during the Term, and if at any time during the Term and for any reason the Letter of Credit expires or is invalid then the City may, by written notice to the Contractor, terminate the Contract.

The City may at any time and from time to time call on the Letter of Credit to cover any costs incurred, or to be incurred, by the City as a result of any breach, or anticipated breach, of this Contract by the Contractor. In such cases, the Contractor will promptly act to add to the Letter of Credit so that it remains at 25% of the annual Contract value.

#### 2.5 Collection Vehicle Procurement Security

The Contractor will, within 30 days of the Effective Date, provide the City with written evidence, satisfactory to the City, that the Contractor has a legally binding purchase agreement with a collection vehicle manufacturer for the purchase of collection vehicles that meet the requirements of this Contract. The Contractor will be solely responsible for the costs of such procurement. The Contractor will include in such purchase agreement provisions whereby:

- a) if at any time the Contractor is in default under the purchase agreement, the manufacturer will give at least 10 calendar days written notice to the City before taking steps to terminate the purchase agreement or to enforce rights, if any, to take possession of the collection vehicles or to enforce rights of security against the collection vehicles; and
- b) upon written notice provided to the manufacturer by the City stating that the City has determined that the Contractor is in default of its obligations under this Contract, the manufacturer agrees that the City may take an assignment of the purchase agreement and assume the Contractor’s rights and obligations under the purchase agreement and agrees that such assignment will not

otherwise result in any change to terms of the purchase agreement including the anticipated delivery date for the collection vehicles.

The Contractor will, within 5 business days after the start of each calendar month and until the collection vehicles are in use, provide the City with a monthly report setting out:

- c) update details of the Contractor’s financial obligations with respect to the collection vehicles, including the date and amount of all payments made by the Contractor to the manufacturer and all funds received by the Contractor from any third party financing the purchase, the due dates of all future payment obligations and any other financial information reasonably requested by the City;
- d) the anticipated delivery date(s) of the collection vehicles;
- e) details of any issue whatsoever that has the reasonable likelihood to affect the delivery date(s); and
- f) any other information requested by the City that the City determines, in its sole discretion, is required to understand or assess the ability of the Contractor to have the collection vehicles available for the Collection Commencement Date.

## 2.6 Collection Vehicles Default

If the City, acting reasonably, at any time determines that the Contractor:

- a) has failed to comply with Section 2.5;
- b) is unable to fulfill its financial obligations with respect to the purchase of the collection vehicles;
- c) will not be able to obtain delivery of all the collection vehicles in time for the Collection Commencement Date; or
- d) the collection vehicles will not comply with the requirements of this Contract,

then Contractor will be deemed to be in breach of this Contract and the City may terminate this Contract pursuant to Section 9 and, upon such termination by the City, without limiting any of its other rights at law, call upon the Letter of Credit to cover any costs reasonably incurred relating to such termination and relating to awarding a new Contract for the Services to another Contractor, including any amount above the Contract Price, if any, that the City is required to pay to a replacement Contractor for the performance of the Services.

## 2.7 Changes

The City may, without invalidating the Contract, make changes to the Services by altering, adding to, or deducting from the Services, or by making changes to the manner in which the Services are to be performed, (a “**Change**”), with adjustment, if any, to the Contract Price caused by the Change. When the adjustment, if any, to the Contract Price is agreed by the City and the Contractor, the City’s Representative will issue a written approval (a “**Change Order**”) setting out:

- a) the change in the Services covered by the Change; and
- b) the price or method of valuation for such Services, (being the total necessary and reasonable adjustment (increase or decrease) to the Contractor's direct cost, overhead costs, and profit, of performing the Services caused by the Change, if any, to the Contract Price (excluding only GST) and, for certainty, when agreed will be deemed to include all claims for compensation on account of all related costs, including all direct, indirect or "impact", overhead, and all other costs, and all markups and profits, even if the Change Order does not specifically mention such items); and

the City's Representative and the Contractor's Representative will sign the Change Order to confirm agreement and, upon receipt of a signed Change Order, the Contractor will proceed with the Change without delay.

For greater certainty the following are not Changes:

- a) fluctuations in the Tax Roll;
- b) amendments to **Schedule 1 Collection Services, Appendix B City Facilities – Garbage, Organics and Recyclables Collection** of Schedule 1;
- c) directions to transport Garbage to a different Garbage Facility; and
- d) directions to transport Organics to a different Organics Facility.

Except as may be expressly set out in this Contract, the Contractor is not entitled to additional compensation for such fluctuations, amendments and directions.

## 2.8 Change Directive

If the City determines that the Contractor is to proceed with a Change prior to the issuance of a Change Order, then the City's Representative may, without invalidating the Contract, sign and issue a written order (a "**Change Directive**") instructing the Contractor to proceed with a defined Change.

Notwithstanding that the parties have not reached agreement on any adjustment to the Contract Price upon receipt of a Change Directive, the Contractor will proceed with the Change without delay, without prejudice to the Contractor's right to claim such adjustments. Any Disputes relating to such adjustments will be resolved in accordance with Section 10.

## 2.9 Contemplated Change

At any time and from time to time during the Term the City may direct the Contractor by written notice to promptly prepare and deliver to the City's Representative, at no additional cost to the City, a cost estimate for a potential Change. If the City notifies that the cost estimate is urgent, the Contractor will prepare and deliver the estimate to the City within 24 hours. In preparing the cost estimate, the Contractor will apply the prices set out in Schedule 3 (Proposal Submission Form) to the extent such prices are applicable to the Change.

If the City agrees with the cost estimate provided by the Contractor, the City will issue a Change Order for the Change for signature by the Contractor.

If the City does not agree with the cost estimate provided by the Contractor, the City may issue a Change Directive for the Change pursuant to Section 2.8.

#### 2.10 Implementation Plan

Within three months of the Effective Date the Contractor will submit an implementation plan to the City for its approval (the “Implementation Plan”). The Implementation Plan will include all Contractor activities necessary for services start-up. Such activities include, but are not limited to, driver hiring and training, development and mapping of collection routes, collection vehicle maintenance and fueling procedures, procedures for electronic transfer of data to and from the City, other information requested by the City’s Representative.

#### 2.11 Operations Plan

Upon execution of this Contract, the City and the Contractor will develop an operations plan (the “Operations Plan”) that is agreed upon by the parties. The Operations Plan will supplement the provisions of this Contract and will include detailed procedures relating to, and completion dates, for each of the following:

- a) dividing the Collection Area into Zones as described in this Contract;
- b) subdividing each Zone into Routes as described in this Contract;
- c) transmitting collection information between the City and the Contractor;
- d) protocol and communications for service disruption for weather and non-weather reasons;
- e) transferring electronic information from the Contractor to the City;
- f) data quality control and accuracy;
- g) the type and amount of Recyclables and Organics which must be present in the Garbage to justify non-collection;
- h) the training and orientation of Personnel, including coordination of the Routes and cooperation with City staff; and
- i) any other item identified for inclusion by either party.

### **3 PANDEMIC**

#### 3.1 Pandemic Restrictions

The parties acknowledge that this Contract has been entered into during the period post COVID-19 pandemic (the “**Pandemic**”). The Contractor advises that it is able to proceed with the Services under the Pandemic conditions and government restrictions (collectively the “**Pandemic Restrictions**”), if any, as they exist as of the Effective Date. The parties acknowledge that Pandemic Restrictions may change so as to cause unavoidable interruptions or interference to the Contractor’s performance of the Services. The parties confirm:

- a) notwithstanding the existence of the Pandemic, this Section 3 will apply to new Pandemic Restrictions, which arise after the Effective Date, whether anticipated or not, which reasonably interfere with the Contractor’s

performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;

- b) notwithstanding any such new Pandemic Restrictions, this Contract will remain valid and in force, subject to the terms of this Contract including WorksafeBC and Occupational Health & Safety; and
- c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

#### **4 TERM**

##### **4.1 Term**

The term of this Contract (the “**Term**”) commences on the Collection Commencement Date and continues until June 30, 2031 except:

- a) for earlier termination in accordance with the terms of this Contract;
- b) that, if in any year of the Term (the “**Current Year**”) the Letter of Credit is not extended, as required by Section 2.4 of this Contract, on or before July 1 so that it is valid until June 30 in the next occurring calendar year, then the City may by written notice to the Contractor given on or before July 31 in the Current Year, terminate the Contract effective December 31 of the Current Year; and
- c) that the City may, at its election, by written notice to the Contractor given on or before January 1 of the Current Year, request the Contractor to extend the Term for a period(s) up to an additional three (3) calendar years to June 30, 2034. If the Contractor agrees to such an extension of the Term, then the following will apply:
  - I. the Contractor shall renew the Letter of Credit as described above;
  - II. the parties will mutually agree on a new Contract Price and if they cannot, then no extension will take place;
  - III. all other terms and conditions of this Contract not mutually amended will remain the same; and
  - IV. the Term will be extended for the period(s) requested by the City.

The Contractor will start performing the Services on July 1, 2024 (the “**Collection Commencement Date**”) and will continue to perform the Services until the end of the Term.



## 5 PAYMENT

### 5.1 Payment for Services

The price for the Services (the "**Collection Services Price**") will be the amount determined in accordance with Schedule 2.

### 5.2 Entire Compensation

The Contract Price will be the entire compensation due to the Contractor for the Services and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Services.

### 5.3 Monthly Invoices

Within 5 business days after the end of each calendar month the Contractor will prepare and deliver an invoice, in a format satisfactory to the City's Representative, prepare an invoice for the monthly period ending the last day of that calendar month (the "**Invoice Period**") listing:

- a) the Contractor's name, address, telephone number, G.S.T. number;
- b) the invoice number;
- c) the purchase order number;
- d) the name of the City's Representative;
- e) the sub-total for each of the Services and supporting information required under Schedule 1, as applicable, including without limitation the monthly reports as required under Section 10 of Schedule 1;
- f) the amount of G.S.T.; and
- g) the total amount owing by the City to the Contractor for the Invoice Period.

### 5.4 Submission of Invoices

The Contractor will submit electronic invoices to City of Coquitlam, Accounts Payable: [apinvoices@coquitlam.ca](mailto:apinvoices@coquitlam.ca).

The Contractor will submit electronic monthly reports to City of Coquitlam, Solid Waste and Special Projects Manager: [SHadley@coquitlam.ca](mailto:SHadley@coquitlam.ca).

### 5.5 Monthly Deductions

The City may deduct from and set off the Contractor's monthly payment claim for the Contract Price deductions on account of performance failures as described in Section 4 (Deductions) of Schedule 2 to this Contract.

### 5.6 Determination of Invoice

Within 30 business days of receipt of a complete invoice as described in Section 5.3 of this Contract the City's Representative will review the invoice and approve it for payment as follows:

- a) approve it in the full amount if the City's Representative agrees it is complete and correct as submitted; or
- b) if the City's Representative does not agree with the Contractor regarding any aspect of the invoice, then the City's Representative will:
  - I. prior to approving the invoice, fully advise the Contractor of the reasons for the disagreement; and then
  - II. approve the invoice with a copy to the Contractor, in the amounts the City's Representative determines are correct.

#### 5.7 Invoice Approval

No amount claimed on any invoice will be paid by the City unless the invoice is approved for payment by the City's Representative. The City's Representative will not approve an invoice for payment unless satisfied that it is correctly calculated.

#### 5.8 Declaration

If requested in writing by the City's Representative, the Contractor will, as a precondition to the payment of the invoices, provide a sworn declaration, in a form acceptable to the City's Representative, that all amounts relating to the Services, due and owing to third parties including all Subcontractors and suppliers as of the end of the month covered by the invoices, have been paid and are currently in good standing with WorkSafeBC.

#### 5.9 Due Date for Payment

The amount certified for payment by the City's Representative as shown for payment on the invoices will be due and payable to the Contractor on the later of:

- a) the last working day in the calendar month following the Invoice Period; or
- b) 15 business days following the receipt of a complete invoice as required under Section 5.3 of this Contract and subject to the City having received the monthly reports as outlined in Section 10 of Schedule 1.

#### 5.10 No Waiver

The payment by the City of any monthly or other payment will not bind the City with respect to any subsequent payment and will not mean, or be construed to mean, that the City has accepted Services that are not in accordance with the requirements of this Contract, or that the Contractor is in any manner released from its obligation to comply with this Contract.

#### 5.11 Deductions and Set Off

The City may set off and deduct from any payment owing to the Contractor sums in respect of, but not limited to, the following:

- a) assessments or compensation payable by the Contractor pursuant to the *Workers Compensation Act* if the Contractor has failed to pay them;

- b) such sums as the City's Representative deems necessary to secure the Contractor's current obligations arising out of the Indemnity Section of the General Conditions;
- c) deductions as provided in this Contract, including as described in Section 5.5 of this Contract; and
- d) any claim that the City has against the Contractor under the Contract or otherwise.

## **6 COVENANTS, REPRESENTATIONS & WARRANTIES OF CONTRACTOR**

### **6.1 Representations and Warranties**

The Contractor covenants, represents and warrants to the City that:

- a) the Contractor is a corporation, duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- b) the Contractor has the power and capacity to enter into this Contract and to comply with every term and condition of this Contract;
- c) all necessary proceedings have been taken to authorize the Contractor to enter into this Contract and to execute and deliver this Contract;
- d) this Contract has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- e) any statement, representation or information, whether oral or written, made, furnished or given by the Contractor, its directors, officers or anyone acting on behalf of the Contractor, including without limitation those contained in Schedule 3 (Proposal Submission Form) to the City in response to the RFP, to the City in connection with this Contract is materially correct and accurate;
- f) the Contractor has no knowledge of any fact that materially adversely affects or, so far as is it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Contract;
- g) the observance and performance of the terms and conditions of this Contract will not constitute a breach by it or a default by it under any statute, regulation or by-law of Canada, or of the Province of British Columbia applicable to or binding on it, its contacting documents or any Contract or agreement to which it is a party;
- h) the Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that in either case would materially adversely affect its financial condition or its ability to fulfill its obligations under this Contract;
- i) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has

complied with all Workers Compensation legislation and other similar legislation to which it is subject and has paid all G.S.T., taxes, fees and assessments due by the Contractor under those laws as of the reference date of this Contract;

- j) the Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government that are required by law to conduct its business;
- k) the Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;
- l) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-Contractual agreements in place and available to enable it to fully perform the Services;
- m) the Contractor will pay punctually as they become due, all accounts, expenses, wages, salaries, G.S.T., taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- n) the Contractor accepts all risks within this Contract identified as being borne by the Contractor;
- o) the Contractor will comply with all the requirements of this Contract and will perform all Services and supply all labour, equipment and materials necessary to do so;
- p) no partnership, joint venture or agency involving the City is created by this Contract;
- q) the City may, from time to time, give such instructions to the Contractor as the City considers necessary in connection with provision of the Services, which instructions the Contractor will comply with;
- r) all Personnel used by the Contractor to provide the Services are not the employees of the City. The Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee (if any);
- s) the Contractor has independently reviewed all labour relations issues related to the performance of the Contractor's obligations under this Contract;
- t) the Services will be fit for the purpose and carried out in accordance with the requirements of this Contract and with all due care and skill and in accordance with appropriate standards, principles and practices; and
- u) the Contractor will supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under this Contract.

## **7 CONTRACTOR'S RECORDS**

### **7.1 Keeping of Records**

The Contractor will keep complete books and records (the “**Records**”) relating to the performance of the Services, including any or all ledgers, books of accounts, invoices, weight slips, vouchers and cancelled cheques, as well as all other records and documents evidencing or relating to the charges for services, expenditures or disbursements borne by the City for a minimum period of 3 years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Contract.

The Records are the City’s property which the Contractor will maintain during the Term and preserve thereafter as required by this Contract. The Contractor will maintain the confidentiality of the Records at all times.

### **7.2 Inspection of Records**

The Contractor will make the Records available for inspection or audit by the City during the regular business hours at the Contractor’s address indicated for receipt of notices in this Contract.

The City’s Representative may request access to the Records by notice in writing to the Contractor. If requested, and to the extent practicable, copies of the Records to be inspected will be provided to the City’s Representative.

### **7.3 Custody of Records**

The City may, on written request, require the Contractor to transfer custody of the Records to the City to be maintained by the City.

## **8 BUSINESS PREMISES/LICENCE**

### **8.1 Place of Business**

The Contractor, at its own expense, will establish and maintain during the Term, a proper place of business at a convenient and lawful place within the Lower Mainland from which the business and supervision of this Contract will be carried out.

### **8.2 Business License**

The Contractor will at all times during the Term be in possession of a valid and subsisting business license issued to it by the City and authorizing it to carry out and perform the Services required to be performed under this Contract.

## **9 CITY'S RIGHTS ON CONTRACTOR'S DEFAULT**

### **9.1 Contractor Bankruptcy or Insolvency**

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors because of the Contractor's insolvency or if a receiver is appointed because of the Contractor's insolvency, the City may, without prejudice to any other of the City's rights or remedies, terminate this Contract by giving the Contractor or receiver or

trustee in bankruptcy written notice effective immediately upon receipt by the Contractor.

#### 9.2 Failure to Perform

If the Contractor should:

- a) refuse or neglect to perform the Services as required by this Contract;
- b) fail to comply with a material requirement of this Contract including if the Contractor should put the safety of the public or the environment at risk; or
- c) commit a breach, or series of breaches, of any term, covenant or undertaking to the City, including a breach for which a deduction could be made, which demonstrates either a persistent inability, or a persistent unwillingness, to comply with its obligations under this Agreement;
- d) fails to provide and maintain a fleet of vehicles and associated Personnel sufficient in number and capacity to perform the Services at all times; or
- e) submits false or altered weight slips;

then the City may notify the Contractor in writing that the Contractor is in default of the Contractor's Contractual obligations and instruct the Contractor to correct the default in the 5 days immediately following the receipt of such notice.

#### 9.3 Correction of Default

If the correction of the default under Section 9.2 cannot be completed in the 5 days specified, the Contractor will be in compliance with the City's instructions if the Contractor:

- a) immediately takes all reasonable steps to begin to correct the default;
- b) provides the City's Representative with a schedule acceptable to the City's Representative for such correction; and
- c) completes the correction in accordance with such schedule.

#### 9.4 Remedies

If the Contractor fails to correct the default under Section 9.2 in the time specified or subsequently agreed upon, the City may, without prejudice to any other right or remedy:

- a) correct such default and:
  - I. deduct from any payment then or thereafter due to the Contractor; or
  - II. draw on the Letter of Credit,the City's reasonable costs of such correction (including the City's reasonable staff and administration costs) as certified by the City's Representative;

- b) delete any portion of the Services from this Contract and adjust the Contract Price accordingly for the balance of the Term, in which event the Contractor will remain responsible for the performance of the remaining Services; and/or
- c) terminate the whole or any part of this Contract.

#### 9.5 Rights Upon Termination

If the City terminates the whole or any part of this Contract, the City will, while taking all reasonable measures to minimize costs and delays:

- a) be entitled to take possession of the materials, machinery and equipment (including vehicles) intended for the Services, to utilize the materials, machinery and equipment, subject to the rights of third parties, and to perform the Services, using its own staff or third party operators, until the City implements new arrangements for the performance of the Services, including procurement of a new Contractor;
- b) be entitled to procure, upon such terms and in such manner as the City may deem appropriate, services similar to those Services terminated and the Contractor will be liable to the City for any extra cost of such similar services;
- c) be entitled to withhold any payments owing to the Contractor; and/or
- d) be entitled to:
  - I. deduct and retain from any amounts withheld from the Contractor; or
  - II. draw on the Letter of Credit;

the total of any additional costs (the "**Default Costs**") in excess of the Contract Price which the City incurs because of the Contractor's default, including but not limited to the costs of other Contractors, any administrative costs, the costs of the City's own forces and all the costs to the City of the City's Representative, all as certified by the City's Representative, and pay the balance, if any, to the Contractor. If the total of the Default Costs exceeds the total of the payments the City has withheld then such excess will be immediately due and owing by the Contractor to the City.

#### 9.6 Warranties to Continue

If for any reason the whole or any part of this Contract is terminated, the Contractor's obligations described in this Contract as to quality, correction and warranty will continue in force after such termination with respect to the Services performed by the Contractor up to the time of termination.

#### 9.7 Remedies Non-exclusive

The rights and remedies of the City provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **10 DISPUTE RESOLUTION**

### **10.1 Disputes**

Any disputes (each a “Dispute”) between the City and the Contractor arising out of or relating to this Contract, including with respect to any claim, or the performance of the Services, or the interpretation of this Contract, or any failure by the City and the Contractor to agree where this Contract calls for agreement, will be settled in accordance with the provisions of this Section 10. In the event of a Dispute:

- a) either party may give written notice of Dispute to the other party;
- b) the parties will meet within 10 business days after the notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties;
- c) within 30 days of delivery of a written notice of Dispute by either party, or such other time as the parties may agree in writing, the Dispute will, if not already settled by a written agreement, be referred to senior representative(s) of each of the parties who, to the extent reasonably practicable, have not been previously involved in the events leading to the Dispute, for a settlement meeting to occur within 15 business days after the referral to the senior representative(s). The senior representative(s) of the parties will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties by without prejudice negotiations;
- d) if the parties cannot resolve the Dispute within 15 business days after the meeting of the senior representatives of the parties, or if the senior representatives of the parties fail to meet, the parties, by mutual agreement, may refer the matter to mediation. Within 7 business days of delivery of such notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to attempt in good faith, and using reasonable efforts, to resolve the Dispute equitably to the satisfaction of both parties with the assistance of the mediator. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and
- e) in the event that both parties do not consent to mediation, or the parties have not settled the Dispute by written agreement within 90 business days of the appointment of a mediator, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the courts of British Columbia with respect to the Dispute.



## 10.2 Performance to Continue

The Contractor will continue performance of this Contract during all Disputes with the City, and notwithstanding any Dispute the Contractor will comply with all written directions from the City's Representative relating to the performance of the Services, without prejudice to the Contractor's rights. The timely performance of Services may not be delayed or postponed pending resolution of any Dispute.

## 11 **INSURANCE & DAMAGES**

### 11.1 Indemnity

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, representatives and agents (collectively the "**Indemnified Parties**") from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) whatsoever, including for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons, which any of the Indemnified Parties incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Contract, or any wrongful or negligent act or omission of the Contractor or any employee, Subcontractor or agent of the Contractor.

### 11.2 Survival of Indemnity

The indemnity described in Section 11.1 will survive the termination or completion of this Contract and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnified Parties.

### 11.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Contract the following insurance in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- a) commercial general liability insurance on an occurrence basis, in an amount not less than \$5,000,000 dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Contractor, its employees, agents, and sub-Contractor. The insurance policy will be endorsed to add the City as additional insured and will include cross liability and severability of interests such that the coverage will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to:
  - I. Blanket Contractual,
  - II. Employees as additional insureds,
  - III. Non-owned automobile,

- IV. Owners and Contractors protective liability,
  - V. Contingent employer's liability,
  - VI. Personal injury,
  - VII. Debris removal,
  - VIII. Liability arising from the loading and /or unloading of automobiles,
  - IX. Liability arising from sudden & accidental pollution, and
  - X. Where such further risk exists, advertising liability;
- b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$10,000,000 dollars per occurrence for bodily injury, death and damage to property; and
  - c) pollution liability insurance in an amount not less than \$5,000,000 per occurrence covering losses arising from the sudden and accidental release of contaminants as a result of the collection and transportation of Garbage, Recyclables and Organics. This insurance may be provided under the automobile liability insurance required by Section 11.3(b) provided such insurance covers the collection as well as transportation of Garbage, Recyclables and Organics and does not specifically exclude the release of pollutants.

#### 11.4 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance prior to the Collection Commencement Date. Such evidence will be in the form of a completed certificate of insurance acceptable to the City and which will be attached to the Contract as [Schedule 5 Certificate of Insurance](#). The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Service. All required insurance will be endorsed to provide the City with 30 days advance written notice of cancellation. The Contractor will require and ensure that each Subcontractor maintains insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

#### 11.5 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

#### 11.6 Additional Insurance

Subject to any specific agreements that the City and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Contract, the Contractor will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City, in its discretion, determines that additional

insurance is required. The City may pay the cost of the premiums for any additional insurance.

The Contractor acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Contractor from responsibility for any amounts for which the Contractor may be legally liable which may exceed these limits.

#### 11.7 Notice of Claims

If at any time during the performance of the Services the Contractor becomes aware of a claim or potential claim against any insurance policy that the Contractor has, pursuant to this Contract, indicated to the City may apply to the Services, then the Contractor will immediately advise the City in writing of such claim, including particulars.

#### 11.8 Claims Management

The Contractor will have a claim management process in place to handle third party claims. The Contractor will respond to any claim in a timely and courteous manner and in accordance with applicable ethical and professional standards.

### **12 PERSONNEL**

#### 12.1 Conduct of Personnel

The Contractor will ensure that:

- a) all personnel performing the Services (the “**Personnel**”), including employees, agents and Subcontractors, conduct themselves in a courteous, respectful and polite manner that is conducive to positive public relations; and
- b) all Personnel abide by all WorkSafeBC clothing and other requirements.

#### 12.2 Reassignment of Personnel

The City’s Representative may direct the Contractor to remove any Personnel from involvement in the performance of Services where such Personnel has engaged in conduct which, in the City’s Representative’s sole discretion, is not courteous, respectful or conducive to positive public relations, or where any Personnel is found to be under the influence of alcohol, drugs, or other substance in the performance of Services.

#### 12.3 Drug and Alcohol Policy

The Contractor will develop in a form satisfactory to the City’s Representative a Drug and Alcohol Policy for its Personnel.

### **13 WORKSAFEBC AND OCCUPATIONAL HEALTH & SAFETY**

#### **13.1 WorkSafeBC**

With respect to WorkSafeBC coverage and Occupational Health and Safety,

- a) the Contractor:
  - I. will, at its own expense, procure and carry full WorkSafeBC coverage for itself and all Personnel, workers, employees, servants and others engaged in the supply of the Services;
  - II. will at the execution of this Contract provide the City with the following:
    - WorkSafeBC registration number and a clearance 'letter from WorkSafeBC confirming that the Contractor is registered in good standing with WorkSafeBC and has satisfied all outstanding remittance requirements and has no assessments or penalties outstanding; and
    - WorkSafeBC Employer Report as described in Section 10.3(b) of Schedule 1;
  - III. without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor will indemnify and save harmless the Indemnified Parties from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnified Parties incur, suffer or are put to arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or City engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
  - IV. will ensure compliance with and conform to all health and safety laws, bylaws and regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services for the purposes of the Workers Compensation Act and will complete and submit the City's Prime Contractor Designation Form. The Contractor will appoint a qualified coordinator for the purposes of coordinating health and safety activities in the workplace; and
  - V. understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulation Section. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Collection Materials and any future MSDS updates will be forwarded.

- b) the City:
  - I. has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafeBC coverage against any monies owing by the City to the Contractor;
  - II. will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full; and
  - III. may install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

## 14 COMMUNICATION

### 14.1 Representatives

Each party will maintain communication with the other party in accordance with their respective obligations under this Contract. In particular:

- a) the Contractor will appoint a representative (the "**Contractor's Representative**") who will have the duty of instituting and maintaining communication with the City as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative; and
- b) the City will appoint a representative (the "**City's Representative**") who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Contract, plus an alternative representative to so act in the absence or inability to act of the City's Representative.

### 14.2 Representative's Authority

Each party's representative will have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the City's Representative may be held by telephone or electronically with the consent of all parties participating in such meetings. Each party will notify the other in writing as to the name and contact information of their respective representatives and alternative and a party may change its representative or alternative representative by written notice to the other.

## 15 GENERAL

### 15.1 Severability

In the event that any of the provisions or portions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the parties hereto will

use their reasonable efforts to negotiate an adjustment in such provisions of this Contract with a view toward affecting the purpose of this Contract and the validity and enforceability of the remaining portions and/or provisions will not be affected thereby.

#### 15.2 Strikes and Lockouts

If a strike or lockout of the Contractor's Personnel that interferes with the Contractor's performance of the services continues for a period in excess of 7 continuous calendar days, then such strike or lockout will be deemed to be a breach by the Contractor pursuant to Section 9.2 and the City may terminate this Contract forthwith at any time after the expiration of the 7 day continuous calendar period provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, without being liable to pay any compensation or damages to the Contractor for so terminating this Contract.

#### 15.3 Civic Labour Dispute

In the event of a civic labour dispute where City or other workers are preventing the Contractor from providing the Services, the City may obtain an injunction or establish an agreed upon protocol with the City's union or such other union as the case may be, to cease disruption and to allow the Contractor to continue operations. If the Contractor does not continue to provide the Services after the said injunction or protocol has been received and implemented by the relevant party, then the City may terminate this Contract forthwith at any time after a 7 continuous calendar day period, provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, without being liable to pay any compensation or damages to the Contractor for so terminating this Contract.

In the event of a civic labour dispute, the City and the Contractor will determine a suitable arrangement, to the mutual satisfaction of both parties, to cover additional costs incurred, if any, incurred by the Contractor as a result of the labour dispute.

#### 15.4 Entire Contract

This Contract contains the entire agreement of the parties regarding the provision of the Services and no understandings or Contracts, oral or otherwise, exist between the parties except as expressly set out in this Contract. This Contract supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

#### 15.5 Independent Contractor

The Contractor is an independent Contractor. This Contract does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will completely and properly perform the Services within the days and times stipulated in the Contract for proper performance of the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Contract. The Contractor will be solely liable for the wages, fringe benefits, work

schedules and work conditions of any partners, employees or sub-Contractors. All wage and benefit increases for the Contractor's Personnel will be born exclusively by the Contractor.

#### 15.6 Governing Law

This Contract will be governed by and construed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof. The courts of British Columbia will have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and will have jurisdiction to hear and determine all questions as to the validity, existence or enforceability of this Contract. For the purposes of any legal actions or proceedings brought by the City in respect of this Contract, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

#### 15.7 Waiving of Rights

No waiver of any term or condition is valid unless it is in writing and signed by a duly authorized representative of the waiving party. The failure or delay of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract or to exercise any right, power or privilege under this Contract will not operate or be construed as a relinquishing of performance under this Contract or as a waiver of any of the same or similar rights, power or privileges in the future, and the obligation of the other party with respect to such rights or performance will continue in full force and effect as if such failure or delay never occurred. A valid waiver is limited to the specific situation for which it was given.

#### 15.8 Amendments

No amendment to this Contract will be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Contract is executed.

#### 15.9 Survival of Covenants

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Contract will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

#### 15.10 Force Majeure

If a party is delayed in the performance of its obligations under this Contract by an event outside its reasonable control, then subject to its duty to take all commercially reasonable steps to minimize the effect of such delay, the party delayed will be relieved of its obligations under this Contract to the extent of the delay, but in no event will a

delayed party be entitled to claim compensation or payment from the other party on account of such event.

15.11 Liens

The Contractor will throughout the Term discharge any builders or other liens relating to the Services. In the event that a lien or claim is filed in regard to work done in connection with the Services or so claimed or alleged, the Contractor will discharge same within 15 days after request made by the City of the Contractor. The Contractor will indemnify and save harmless the City from and against all costs, damages, expenses and actual lawyer's costs and fees arising from or relating to any liens filed or registered or made or claimed against the City in connection with the Services.

15.12 Time of the Essence

Time will be of the essence for this Contract. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

15.13 Notice

Communications among the City, the City's Representative and the Contractor, including all written notices required by the Contract, may be delivered by hand, or by pre-paid registered mail to the addresses as set out below:

Notice to the City:

City of Coquitlam, Engineering and Public Works  
3000 Guildford Way  
Coquitlam, BC V3B 7N2

Attention: Shannon Hadley, Solid Waste and Special Programs Manager  
Email: SHadley@coquitlam.ca

Notice to the Contractor:

*[insert Contractor]*

*[insert address for delivery]*

Attention: *[insert name and title]*

Email: *[insert email]*

A communication or notice that is addressed as above will be considered to have been received:

- a) immediately upon delivery, if delivered by hand; or
- b) on the date it is actually received, if sent by registered mail.

The City or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the City's Representative changes its address for notice, then the City will give or cause to be given written notice to the Contractor.



15.14 Confidentiality

The Contractor will be required to complete a Non-Disclosure Agreement as included in [Schedule 7 Non-Disclosure Agreement](#).

15.15 Counterparts

This Contract may be executed in counterparts, and each such counterpart so executed and delivered, including by electronic means, will be valid and binding as if it were an originally signed instrument, and all counterparts together will constitute a single instrument.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Contract to be executed on the day and year first above written.

CITY OF COQUITLAM

by its authorized signatory(ies):

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Name and Title:

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Name and Title:

*[insert Contractor Name]*

by its authorized signatory(ies):

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Name and Title:

---

Name and Title:

**SCHEDULE 1  
COLLECTION SERVICES**

**SCHEDULE 2**  
**PAYMENT FOR COLLECTION SERVICES**

**SCHEDULE 3**  
**Proposal Submission Form**

**SCHEDULE 4  
LETTER OF CREDIT**

**SCHEDULE 5  
CERTIFICATE OF INSURANCE**

**SCHEDULE 6**  
**BUSINESS LICENCE**



**SCHEDULE 7  
NON-DISCLOSURE AGREEMENT**

**Non-Disclosure Agreement**

[4783079](#)

Use above when approved by Mark

**Schedule 8**  
**Prime Contractor Designation Form**