



**24-004 Collection of Solid Waste Material
MEMORANDUM OF AGREEMENT
SERVICES**

THIS AGREEMENT MADE EFFECTIVE THE 1 DAY OF March, 2024.

BETWEEN:

LEDUC COUNTY
(hereinafter referred to as the "County")

and

INTEGRITY WASTE SOLUTIONS INC.
(hereinafter referred to as the "Service Provider")

WHEREAS the Service Provider has agreed to provide the goods and services as outline in the Request for Tender 24-004 Collection of Solid Waste Material Agreement (the "RFT") for the County pursuant to its Tender date January 15, 2024 (the "Tender").

WITNESSETH NOW THEREFORE in consideration of the mutual covenants, agreements and conditions herein contained, the County and the Service Provider agree as follows:

1. Effective Date / Term

This Agreement shall be effective as of the March, the Term of this Agreement shall be for a period of three (3) years and the Owner shall have the option to renew this Agreement for one (1) additional year, based on the same terms and conditions, subject to satisfactory performance of the work and successful price negotiations.

2. Scope

As per attached, Appendix A.

3. Cancellation/Termination

Further to section 30 "Cancellation", sub section 30.1 of this Memorandum of Agreement; In the event of Termination without Cause by the County, a fee for the cost of the carts incurred by the Service Provider shall be due and owing by the County to the Service Provider. This amount shall be two dollars (\$2.00) per cart, per the number of remaining months in the initial 36-month contract term.

4. Agreement

This Agreement between the County and the Service Provider includes: (1) the RFT, including instructions, all Terms and Conditions, requirements, attachments, and any amendments thereto, and (2) the Tender submitted by the Service Provider in response to the RFT. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the RFT shall govern.

5. Agreement Amendments

The Agreement may be modified only by a written amendment signed by persons duly authorized by the County and the Service Provider.

Initials _____
County Service Provider



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6. Governing Law

The Agreement shall be governed by the laws of the Province of Alberta and the Province of Alberta shall be the jurisdiction for enforcement of any rights pursuant to the Agreement. The service provider shall understand, acknowledge, and follow the Solid Waste Collection and Recycling bylaw No 6-21, Leduc County and the amendment thereof in providing the services under this agreement.

7. Rates

The fees payable under this Agreement are fixed for the period of the Agreement. The Service Provider shall receive payment and other reimbursement, as outlined in the Service Provider's Proposal, and as indicated in the pricing schedule attached hereto as Appendix B.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

LEDUC COUNTY:

SERVICE PROVIDER:

Per: _____

Per:  _____

Print Name: _____

Print Name: Tamara Peterson

Print Title: _____

Print Title: Administrative Director.

Date: _____

Date: 1-Mar-2024

LEDUC COUNTY WITNESS:

SERVICE PROVIDER WITNESS:

Per: _____

Per:  _____

Print Name: _____


Print Name: LORENZO DONINI

Print Title: _____

Print Title: CEO

Date: _____

Date: March 4/2024.

Initials _____
County _____ Service Provider 

1. DEFINITIONS

- 1.1. "Agreement" means the undertaking by, and the Agreement between, the County and the Service Provider to perform their respective contractual obligations.
- 1.2. "Service Provider" means the person or firm with whom the County enters into the Agreement to perform the Services.
- 1.3. "County" means the Leduc County in the province of Alberta as represented by the Council of the County or an officer duly authorized to represent the County for the purposes of the Agreement.
- 1.4. "Subcontractor" means a person or firm with whom the Service Provider enters into an Agreement to perform part of the Services.
- 1.5. "Services" includes everything done or performed by or through the Service Provider that is within the scope of the Agreement, as set out in the Agreement, including preparation and submission of any deliverables required by the Agreement.
- 1.6. "Additional Services" includes things that, during the Agreement, the County or the Service Provider determine may need to be done or performed by or through the Service Provider, but that are not contemplated by the parties at the time the Agreement is signed, and that are outside the scope of the Agreement unless and until the Agreement is amended to include them as Services.

2. ASSIGNMENT

- 2.1. This Agreement may not be assigned or subcontracted by the Service Provider without the County's prior written consent.

3. ORGANIZATION – EMPLOYMENT DISCLAIMER

- 3.1. The Agreement is for the services of the Service Provider, as a separate business unit and neither the Service Provider nor its employees, directors, officers and agents shall be entitled to any benefits of any nature whatsoever available to employees of the County other than to payments which are expressly provided for herein and those prescribed by law.
- 3.2. The Service Provider, in providing the Services under the Agreement, does so under a contract for services and not of service, and is acting as a separate business unit and no agency, partnership, employer-employee or master-servant relationship is intended to be created between the Service Provider and the County.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. The Service Provider warrants that the personnel to be provided under this Agreement can perform the duties and meet the requirements of this Agreement and will perform the work in a professional, skillful, safe and efficient manner, in accordance with all applicable law. The Service Provider further warrants that any Services provided under this Agreement shall conform to the requirements and be fit for its intended purpose.

5. CONDUCT OF THE EMPLOYEES OF THE SERVICE PROVIDER

- 5.1. While the Service Provider's employees or sub-Service Provider's employees (collectively referred to as "personnel") are on the County's premises, the Service Provider shall:
 - 5.1.1. Be responsible for direction and supervision and, if necessary, discipline of all personnel;
 - 5.1.2. Ensure all personnel conform to the County's standards of behavior and dress and respect to the general requirements of the County;
 - 5.1.3. Ensure all personnel comply with all on site County safety and security requirements;

- 5.1.4. Ensure that, should fire of any nature occur, personnel shall notify the County Emergency Response Department immediately, whether extinguished or not;
- 5.1.5. Make its own arrangements for emergency treatment in the event of an injury or accident involving personnel. All injuries and accidents shall be reported to the County immediately; and
- 5.1.6. Ensure personnel are not accompanied by acquaintances, family members, or any other person unless that person is an authorized employee of the Service Provider or any of its sub-Service Provider(s) and that person's attendance at the County's premises is necessary for the performance of the Agreement.

6. CONFIDENTIALITY

- 6.1. The Service Provider and the Service Provider's employees shall not use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of their duties related to the Agreement, except as is necessary in the proper discharge of those duties. This obligation survives the Agreement.

7. CONFLICTS OF INTEREST

- 7.1. The Service Provider and the Service Provider's employees:
 - 7.1.1. Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;
 - 7.1.2. Shall not influence, seek to influence, or otherwise take part in a decision of the County, knowing that the decision might further their private interests;
 - 7.1.3. Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest; and
 - 7.1.4. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Service Provider shall promptly declare it to the County.

8. AGREEMENT AND AGREEMENT AMENDMENTS

- 8.1. The County, without invalidating this Agreement, may alter, add to, or delete from the work, the Agreement sum being adjusted accordingly provided the Service Provider has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement.
- 8.2. All additions, amendments or modifications of this Agreement shall be binding only if the same is in writing and duly executed.
- 8.3. The County is not liable for payment for Additional Services without a written amendment to the Agreement.

9. DISCREPENCIES

- 9.1. The Service Provider shall review the Agreement and shall report promptly to The County any error, inconsistency or omission the Service Provider may discover. Such review by the Service Provider shall be to the best of the Service Provider's knowledge, information and belief. The Service Provider shall not be liable for damages or costs resulting from such errors, inconsistencies or omissions in the Agreement which the Service Provider did not discover. If the Service Provider does discover any error, inconsistency, or omission in the Agreement Documents, the Service Provider shall not proceed with such work affected until the Service Provider has received the corrected or missing information from The County.

Initials _____
County Service Provider

10. ERRORS AND OMISSIONS

10.1. If, in the County's opinion, there is an error or omission in the Services, the Service Provider shall perform any remedial Services requested by the County as a result of that error or omission. These remedial Services are not Additional Services.

11. GOVERNING LAW

11.1. This Agreement shall be interpreted according to the Laws of the Province of Alberta and the forum for all disputes shall be the Courts of the Province of Alberta.

12. ENUREMENT

12.1. Subject to the express limitations set out in this Agreement, this Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

13. INDEMNIFICATION

13.1. The Service Provider agrees to indemnify and hold harmless the County from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Service Provider is legally responsible, including those arising out of negligence or willful acts by the Service Provider or the Service Provider's employees or agents. This hold harmless provision shall survive this Agreement.

14. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

14.1. All information obtained by the County is a record under the Freedom of Information and Protection of Privacy Act (FOIP).

15. INSURANCE

15.1. Without restricting any obligations or liabilities under the Agreement, the Service Provider shall provide, maintain and pay for the following minimum insurance coverage, in forms acceptable to the County:

15.1.1. Comprehensive Automobile liability insurance on all vehicles owned, operated or licensed in the Service Provider's name, with limits of not less than \$1,000,000 per occurrence. The policy shall cover the Service Provider for all sums which the Service Provider shall become legally obligated to pay as damages because of bodily injury including passenger hazard and property damage caused by an occurrence. This insurance coverage requirement extends to all levels of Subcontractors.

15.2. Any insurance called for under this Agreement shall be endorsed to provide the County thirty (30) days advance written notice of cancellation or material change (material identified as any change restricting or reducing required coverage).

15.3. As evidence of all required insurance, certificates of insurance shall be provided to the County prior to the commencement of work under the Agreement and within thirty (30) days of any insurance renewal. Certified true copies of the policies shall be provided promptly upon request. All evidence must comply with the insurance requirements and be free of limitations or qualifications as to compliance.

16. WORKER'S COMPENSATION

16.1. The Service Provider shall comply with the requirements of the Workers' Compensation Act. The County may not make payments to the Service Provider until acceptable evidence has been submitted to the County, that such coverage is in effect and will remain in effect during the term of the Agreement. The County reserves the right to terminate any Agreement should the Service Provider not comply with the requirements as identified in the Workers' Compensation Act.

17. COUNTY'S RIGHT OF REVIEW

17.1. The Service Provider shall permit the County to review, comment upon, and critique the Service Provider's deliverables.

17.2. If the County directs the Service Provider to change a deliverable, the Service Provider shall promptly make the change, unless in the Service Provider's opinion the change will compromise the Service Provider's legal or ethical obligations, in which case the Service Provider shall notify the County accordingly, in writing. Changes directed by the County under this provision are not Additional Services, unless in the County's opinion they constitute a material change to the Services.

17.3. The County may, at the completion of the Agreement, evaluate the Service Provider's performance of the Services and review the results of the evaluation with the Service Provider.

18. PATENTS AND ROYALTIES

18.1. The Service Provider shall pay all license fees and royalties required for the performance of the Agreement. The Service Provider shall hold the County, its officers, employees, and agents, harmless from and against any claims, demands, losses, costs (including costs on a solicitor and his own client basis incurred to defend any such action), damages, actions, suits, or proceedings arising out of the Service Provider's performance of the Agreement which are attributable to an infringement or an alleged infringement, by the Service Provider or anyone for whose acts the Service Provider may be liable, of a patent of invention, industrial design, copyrights, or trademarks used in completing the Work and in the subsequent use and operation of the Work, or any part thereof, upon completion. The County shall hold the Service Provider harmless against any claims, demands, losses, costs (including costs on a solicitor and his own client basis incurred to defend any such action), damages, actions, suits, or proceedings arising out of the Service Provider's performance of the Agreement which are attributable to an infringement or alleged infringement of a patent of invention, industrial design, copyrights, or trademarks in employing a model, plan or design, which was supplied to the Service Provider by the County in accordance with the requirements contained in this Agreement.

19. OWNERSHIP OF DELIVERABLE AND OF COPYRIGHT

19.1. All materials, including but not limited to programs, reports, notes, maps, drawings, photographs, data, forms, and other records developed or produced by the Service Provider and its employees or agents under this Agreement are the property of the County and the copyright therein shall vest with the County. Without restricting the generality of the foregoing, the Service Provider agrees to provide all intellectual property rights associated with the materials provided under this Agreement and hereby waives all moral rights to such materials or deliverables.

20. PAYMENT

20.1. The Service Provider shall submit invoices monthly or submit a single invoice upon completion of the Services.

20.2. Amounts invoiced on account of fees for Services must not exceed the value of Services performed before the date of invoice submission.

20.3. Invoices shall include Goods and Services Tax (GST).

20.4. Where an invoice includes amounts on account of Services paid on a time rate basis, the Service Provider shall provide, with the invoice, a breakdown indicating the name, hourly rate, and number of hours billed for each billable person. The Service Provider shall provide an explanation, satisfactory to the County, if there is any change with respect to persons designated in the Agreement to perform the Services.

20.5. The County shall pay the Service Provider 30 days after receipt of an invoice that is acceptable in accordance with the terms of the Agreement.

20.6. If at any time any item of payment is in issue, then the amount not in issue will, notwithstanding, be paid when due.

Initials _____
County Service Provider

21. SETOFF

21.1. The County may set off any amount due to the Service Provider under the terms of this Agreement as against any amount due to the County by the Service Provider under this Agreement or otherwise.

22. PAYMENT OF REIMBURSABLE EXPENSES

22.1. If the Agreement provides for payment of reimbursable expenses as a pre-determined fixed amount, amounts invoiced monthly on account of these reimbursable expenses must be proportional to the pre-determined fixed amount.

22.2. If the Agreement provides for payment of reimbursable expenses based on actual costs incurred, the following conditions apply:

22.2.1. Only expenses specified in the Agreement as reimbursable, and expenses not specified in the Agreement as reimbursable but specifically approved in writing by the County before they are incurred, are reimbursable.

22.2.2. All claims for reimbursable expenses incurred by the Service Provider, Subcontractor, or their employees, must be accompanied by originals or photocopies of supporting receipts, invoices, or statements issued by parties other than the claimant, except for those expenses that the County permits to be claimed without receipts.

22.3. No markup on reimbursable expenses is payable by the County.

23. RECORDS AND AUDIT

23.1. The Service Provider shall maintain records related to hours spent and costs incurred in performing the Services, for at least three years following the completion or termination of the Agreement.

23.2. The County reserves the right to audit or cause to be audited the Service Provider's financial statements and accounts regarding the County's account at any time during the term of this Agreement and for seven (7) years thereafter.

24. SUBCONTRACTOR

24.1. The Service Provider shall, before commencing the Services, provide the County with the names of all Subcontractor that will be used in the performance of the Services. The Service Provider shall obtain the County's prior written consent for any changes to named Subcontractor.

24.2. The Service Provider shall bind each Subcontractor to the terms of the Agreement, to the extent applicable to the part of the Services performed by the Subcontractor.

24.3. The Service Provider shall discharge the Service Provider's lawful obligations to Subcontractor and shall satisfy any Subcontractor claims against the Service Provider or the County.

24.4. The County may, for reasonable cause, at any time, object to the use of a proposed Subcontractor or Supplier, and require the Service Provider to employ another suitable Subcontractor or Supplier.

24.5. If the County requires the Service Provider to change a proposed Subcontractor or Supplier, the Agreement Price and Agreement Time shall be adjusted by the difference occasioned by such required change in accordance with a determination by the Service Provider.

24.6. The Service Provider shall not be required to employ as a Subcontractor or Supplier a person, firm, or corporation to whom the Service Provider may reasonably object.

25. TIME

25.1. All time, except time of payment, is of the essence.

26. COMPLIANCE WITH LAWS

26.1. The Service Provider shall be responsible for complying with all Federal, Provincial (Alberta) and Municipal laws, bylaws, rules,

regulation and guidelines that apply to the Services under this Agreement.

27. FORCE MAJEURE

27.1. Neither the County nor the Service Provider shall be held responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, riots or acts of civil disobedience, embargo, government action, Act of Public Authority, Act of God, or any other causes beyond their control, except labour disruption.

27.2. Should the Force Majeure last longer than thirty (30) calendar days, the County may terminate the Agreement.

28. SUSPENSION OF SERVICES

28.1. The County may, at any time and for any reason, temporarily suspend the Services, by giving a written notice to the Service Provider stating the effective date of the suspension.

28.2. If the County suspends the Services, the Service Provider shall take immediate steps to mitigate any costs or expenses incurred by the Service Provider after the effective date of the suspension.

28.3. If the County suspends the Services, and does not authorize resumption of the Services within 90 days after the effective date of the suspension, and the parties have not agreed to extend the suspension period on agreed terms, the Agreement is considered terminated on the 91st day after the effective date of the suspension.

28.4. When the suspension period expires, the Service Provider may submit an invoice for any costs or expenses directly attributable to the suspension, and unavoidably incurred during the suspension period, regardless of whether the Services are resumed or the Agreement is considered terminated.

29. TERMINATION

29.1. The following shall be deemed to be defaults of the Agreement:

29.1.1. Failure by the Service Provider to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Service Provider that they cannot or will not meet any or all of the requirements of the Agreement;

29.1.2. Failure by the Service Provider to observe and perform any of the terms, conditions, covenants or obligations which are contained in the Agreement, each and every one of which are subject hereto as though each were reiterated hereunder;

29.1.3. Breach of any representation or warranty herein contained; and

29.1.4. If the Service Provider makes any assignment for the benefit of creditors; has a Receiving Order made against it or makes a Response under any bankruptcy legislation; if any action, legislation or otherwise, is taken to accomplish a winding up, dissolution or liquidation of it; or if a receiver is appointed or any execution issues of or against the property of the Service Provider which remains outstanding for ten (10) days.

29.1.5. Should the Service Provider fail to comply with the terms of the Agreement, or otherwise be in default of the Agreement, the County may terminate the Agreement for cause and without notice to the Service Provider or may give the Service Provider written notice of default and the period of time the Service Provider shall have to fully correct such default. If the default has not been resolved to the County's complete satisfaction at the end of the period, the County may terminate the Agreement, for cause, without further notice.

29.1.6. Termination of this Agreement, as aforesaid shall not be in lieu of, limit or restrict, in any fashion, any other right or remedy available to the County herein or at law.

Initials

County  Service Provider



SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

30. CANCELLATION

- 30.1. The County may, upon giving thirty (30) days written notice, unilaterally terminate this Agreement without cause. If this Agreement is so terminated, the Service Provider shall be entitled to receive payment for Services actually performed, as of the date termination becomes effective. The Service Provider shall have no further obligation under this Agreement. The Service Provider shall turn over all materials, information and work in progress in its possession at such termination to the County.
- 30.2. If the County terminates the Agreement, or if the Agreement is considered terminated following a suspension of Services, the extent of the County's liability to the Service Provider is limited to payment for all Services performed in accordance with the Agreement up to and including the effective date of the termination including, if applicable, any costs or expenses unavoidably incurred during a suspension period. This obligation survives the Agreement.

31. INVALID OR UNENFORCEABLE PROVISIONS

- 31.1. If any provision of this Agreement is for any reason, found to be invalid or unenforceable by a body of competent jurisdiction, that provision shall be deemed severed from this Agreement and such invalidity, illegality or unenforceability shall not affect the validity of any other of its provisions

Initials _____
County Service Provider

APPENDIX A - SCOPE OF SERVICES

1.1 BASIC SERVICES

The basic services to be provided under this RFT, unless otherwise specifically noted by the Owner in writing, are:

- i. Collection Service Areas – Refer to Appendix (enter appendix #) for detailed maps.**
 - a. Weekly collection of Waste materials from all eligible Residential Dwellings.
 - b. Weekly collection of Waste materials from any additional dwellings or properties as designated by the Owner.
 - c. Weekly collection of Recyclable Materials from all eligible Residential Dwellings.
 - d. Weekly collection of Recyclable Materials from any additional dwellings or properties as designated by the Owner.
- ii. Transportation**
 - a. Waste materials are to be transported to the Leduc and District Regional Waste Management Facility.
 - b. Recyclable Materials are to be transported to recyclable processing facilities of the contractor's choice.
- iii. Disposal and Processing**
 - a. The preferred disposal site for Waste materials collected under this RFT shall be the Leduc and District Regional Waste Management Facility.
 - b. All Recyclable Materials processing facilities chosen for recycling of materials must be identified, approved, and registered with the Owner as part of this RFT.
 - c. The Contractor must provide written updates if changes to the final disposal or processing destinations of materials are required.
 - d. The Contractor must provide the Owner with written documentation, suitable for the verification of invoicing applicable to final disposal and processing charges. Such documentation must identify all quantities and when requested, be supported by copies of weigh scale tickets for Solid Waste materials disposed of under the terms of this RFT.
- iv. Residential Waste Containers**

- a. The Contractor shall provide and maintain an adequate number of Residential Waste Containers for the purpose of executing the requirements of this RFT.
- b. Additional Residential Waste Containers required, and requested by the Owner, to perform the Work required by this RFT shall be delivered by the Contractor within three (3) Working Days and invoiced at the unit rate in accordance with this RFT.
- c. The Owner shall determine the quantity and frequency of service for Residential Waste Containers under this RFT.
- d. Payment for these Residential Waste Containers shall be at the rate established within this RFT for the duration of the RFT.
- e. Additional containers and transportation requested by the Owner shall be invoiced at the rate established in this RFT.

1.2 CONDITIONS APPLICABLE TO SERVICES PROVIDED

- I. Dynamic Growth
 - a. The Owner reserves the right to adjust service levels, service areas, and number of serviced properties throughout the duration of this Agreement with the understanding that all adjustments will be reflected in financial adjustments for reduced or added services pursuant to the established rate schedule that forms part of this RFT.
- II. Support and Enforcement
 - a. The Owner will assist with enforcement of bylaw provisions where necessary and appropriate, to ensure residents are meeting with their requirements with respect to the receiving of solid waste services.
- III. Performance Monitoring
 - a. Where the Owner deems it appropriate the Contractor shall provide Global Positioning System (GPS) Reports to the Owner upon request as verification of service levels provided.
 - b. Spot check inspections of active work may be performed by the Owner's representative at the sole discretion of the Owner.
 - c. Route inspections may be conducted at the discretion of the Owner to evaluate pre-collection and post collection conditions.
 - d. The results of inspections may or may not, at the sole discretion of the Owner, be communicated to the Contractor.
- IV. Performance Audit
 - a. The Owner shall retain the right to conduct a performance audit of the Contractor at any time.

- b. The performance of such audit shall require that the Contractor provide reasonable unrestricted access to all records pertaining to the performance of works required under this RFT.

1.3 GENERAL OPERATIONS

All services provided by the Contractor shall be conducted in a thorough, conscientious workmanlike manner with due regard for the comfort and convenience of those to whom the service is provided.

I. Equipment

- a. The contractor shall ensure that all equipment employed to provide the work under this agreement is driven and operated in a safe courteous manner, with due consideration given to the protection of the roadway structure in the area of service provision.
- b. The Contractor shall supply appropriate highway rated trucks and drivers to fully execute the terms of this contract. Waste materials collection shall be accomplished by automatic or semi-automatic methods with applicable equipment compatible with the Residential Waste Containers provided to the residents.
- c. Collection vehicles shall not be loaded in excess of their licensed Gross Vehicle Weight rating and must be capable of meeting road weight restrictions effected by The Owner.
- d. All equipment used to collect and transport waste collected shall be suitably designed to prevent spillage of material.
- e. Equipment shall be maintained to meet the requirements of the assigned duties and comply with all highway safety requirements. All equipment must be maintained in a clean and presentable condition in the performance of required duties.
- f. The Contractor shall, at his own expense, provide all equipment necessary to perform the duties defined by this RFT and will be responsible for any loss or damage to any and all of his own equipment used pursuant to this RFT.

II. Materials Collection (uninterrupted service)

- a. The Contractor must have access to replacement equipment if his own equipment is out of service; alternatively, subject to approval of the Owner, arrangements may be made by the Contractor to have a sub-contractor maintain service during such down time. Any such arrangements shall be at the Contractor's expense.

III. Damage to Roadway

- a. Where it has been determined that damage to roadway structure has been the result of inappropriate operations, the Owner shall have the option, without prejudice to any other right or remedy it may have, to repair the damages and to set off the costs against any fees or accounts payable to the Contractor.

IV. Operational Supervision

- a. The Contractor shall provide a field operations supervisor to assist in effecting services under this contract.
- b. The Contractor must provide a contact person or phone number such that the Owner may inform the Contractor of the services required.

V. Collection

- a. Generally, the Contractor is required to collect Waste materials set out in the Residential Waste Containers provided by the Contractor under the terms of this RFT.
- b. The Contractor shall collect Waste and Recyclable Materials placed at a suitable location, which is readily accessible to the Contractor's personnel and equipment.
- c. Unacceptable Solid Waste materials may, at the discretion of the Contractor, be left at the location where they were set out for collection.
- d. All unacceptable Solid Waste materials, bins or materials in formats deemed unacceptable left under this discretion must be tagged to specifically identify to the resident the reason for leaving the material.
- e. The Contractor may at his own discretion and sole expense affix labels to the Residential Waste Containers stating acceptable weight limits for the Residential Waste Containers to ensure safety and operability of equipment.

VI. Collection Point

- a. Unless specified otherwise by the Owner, the collection point for Residential Waste Containers and Recyclable Materials shall be from the front curbside of the property to which service is provided.
- b. The Owner shall retain the right to alter the location of collection points to meet specific needs at any point throughout the duration of this Agreement.

VII. Non-Collection

- a. The Contractor shall report to the Owner any refusal by the Contractor to collect Solid Waste from a property for any reason.
- b. The contractor is not under obligation to collect Solid Waste that has been placed for collection which is not in an appropriate format or container.

VIII. Spillage

- a. The Contractor shall immediately, without delay, clean up all materials spilled from Residential Waste Containers, Blue Bags or collection vehicles.
- b. All Solid Waste materials transported by the Contractor must be contained, tied, or enclosed to prevent leakage or spillage and secure it for transport.

IX. Service Delivery During Inclement Weather

- a. All Work under this RFT must be delivered in all weather conditions.
- b. In the event that the Contractor is unable to conduct the required Work due to inclement weather or impassible road conditions, the Contractor shall notify the Owner immediately and shall reschedule the collection services to the earliest possible date.
- c. The Contractor shall cooperate with the Owner in providing adequate notification of such schedule revisions.

X. Residential Waste Container Handling

- a. The Contractor shall exercise reasonable care to avoid unnecessary damage to any Residential Waste Container.
- b. The Contractor shall endeavor to place empty Residential Waste Container upright in approximately the same location as the resident placed them.

XI. Damaged Residential Waste Containers

- a. All Residential Waste Container delivered to residential sites as required by this Contract or as requested by the Owner shall be deemed to be under the care and control of the resident. The resident shall be responsible for any loss or damage to any and all of the Contractors' property for which it has care and control.
- b. All containers while in the process of being loaded or unloaded onto a collection transport vehicle shall be deemed to be under the care and control of the Contractor. The Contractor shall be responsible for any loss or damage to any and all of the Contractors' property for which it has care and control.
- c. The Contractor shall be responsible for the repair and all costs associated with the repair of damages associated with improper handling.
 - 1. Damages under this section shall include but not be limited to broken wheels, axles, lids, vents, and Residential Waste Container body.

XII. Fees

- a. No fees are to be charged, by the Contractor, directly to any users of the waste services defined in this RFT.

1.4 COLLECTION SCHEDULE

I. Operations Plan

- a. At the sole expense of the Contractor, the Contractor shall provide to the Owner, at least 20 Days prior to commencement of activity related to the performance of the requirements specified in this RFT, a detailed operations plan covering the duration of service provision anticipated by the RFT, which includes the anticipated annual operations schedule, maps and routing for service provision, day of

week collection schedule for each route, collection schedule time and duration of daily work.

- b. The operations plan, and any subsequent changes required by the Contractor to provide services efficiently must be approved by the Owner prior to implementation by the Contractor.
- c. All collection schedules must be approved by the Owner prior to implementation. Annual collection schedules shall be submitted by the Contractor no less than 90 Days in advance of the New Year.
- d. All communication mediums must be submitted to the Owner for review.
 - i. All media communication shall be undertaken by the Owner with the exception of communication of information specific to the Contractor's business.
- e. Collection schedules and any subsequent scheduling changes shall be delivered to all affected service locations at least fourteen (14) Days prior to commencement of scheduled activity.
- f. The Owner reserves the right to adjust route schedules where deemed necessary in order to protect the structural integrity of roadways.
- g. All residential collection activity shall be scheduled to be conducted between the hours of 07:00 and 18:00 on weekdays Monday, Tuesday, Wednesday, Thursday, or Friday. Preferably, the collection date will be the current collection day, which is Thursday.
 - i. The Contractor shall not conduct collection activity outside of the specified times without the express written authorization of the Owner.

II. **Statutory Holidays**

The Contractor may at his discretion observe recognized Statutory Holidays as identified herein.

- New Years Day,
- Alberta Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

Typically, where the regularly scheduled collection day falls on a statutory holiday, the collection must be provided on the Working Day immediately following such holiday. This must be applied consistently for all such holidays.

The Contractor may choose to observe either Good Friday or Easter Monday only, not both. This must be specifically indicated in the operations schedule each year.

The Contractor may observe the Christmas Statutory Holiday of Christmas Day on the Monday following if the statutory holiday falls on a Saturday or Sunday.

The Contractor must submit the anticipated schedule of observed Statutory Holidays on the operations schedule required by this RFT, for the duration of the Agreement prior to commencement of Work.

In the event that the Contractor should wish to alter the schedule for Statutory Holiday observance, the contractor shall submit the request in writing no less than 90 Days in advance of the requested change date.

1.5 REPORTING

Statistical Reporting

The Contractor at his sole expense shall maintain complete and accurate records as required to verify any requirements of specified Work under this RFT.

All such records shall be provided and maintained electronically in a format satisfactory to the Owner, and upon request, shall be made available to the Owner within a reasonable time frame.

Where the required records are not electronically available the contractor may request approval for alternate record keeping satisfactory to the Owner.

The contractor must report the following: tonnage of materials collected, operating times, number of collection stops, operational difficulties, marketing details for any materials, waste audits (if any are conducted), any other data pertaining to waste/recycling collected during this scope of work, and final disposal locations.

1.6 COMPLAINTS AND SERVICE REQUESTS

- I. The Owner shall be the primary recipient of complaints regarding the provision of Solid Waste collection services.
 - a. All complaints relating to the delivery of collection services under the terms of this RFT will be received and documented by the Owner.
 - b. Complaints will be referred to the Contractor for resolution via electronic mail or other means deemed expedient by the Owner.
- II. All complaints referred to the Contractor shall be responded to and satisfactorily resolved within 24 hours of notification.
 - a. Time stamping of the complaint shall commence at the time the contractor is notified.
 - b. Failure of the Contractor to respond shall be measured by the receipt of a record of resolution or additional complaint outside of the 24-hour timeline established above.
- III. A weekly electronic tracking and communication process shall be submitted by the Contractor and approved by the Owner. This mechanism shall be maintained by the Contractor in cooperation with the Owner to track on a weekly basis request, complaints, operating issues, inventory, resolutions, and

completed tasks. The Contractor shall provide the Owner with this weekly summary of complaints, operating issues, and resolution records on a mutually agreed upon Working Day.

- a. The tracking report shall provide clear details of the date, time, and location, validity of any complaint and resolution actions taken in response to mitigate the immediate issues and to minimize the likelihood of reoccurrence of a similar complaint.
 - b. The summary shall be reviewed by the Owner and each complaint will be assessed as being either "justified" or "unjustified."
 - i. Justification of a complaint requires that a true conflict with established guidelines exists.
- IV. Where in the opinion of the Owner, it is warranted the Owner may direct the Contractor to take specific actions to reduce the frequency of a particular type of complaint.

Appendix B - Pricing Schedule

Waste Services	Supply of Residential Carts	Delivery Fee (One Time Fee)	Residential Collection Services	Total Charges Waste
	Integrity (RFT24-0004)	Integrity (RFT24-0004)	Integrity (RFT24-0004)	Integrity (RFT24-0004)
Monthly Charges (per residential charge)	\$ 1.00	\$ 8.00	\$ 6.11	\$ 7.11
Annual Total Charges based on approx. 340 service locations	\$ 4,080.00	\$ 2,720.00	\$ 24,928.80	\$ 29,008.80

Recyclable Material Services	Processing of Recyclable Materials (per tonne) <i>Estimated 16 tonnes of material</i>	Residential Collection Services (including transportation)	Total Charges Recyclable Materials based on approx. 340 service locations and 16 tonnes of estimated
	Integrity (RFT24-0004)	Integrity (RFT24-0004)	Integrity (RFT24-0004)
Monthly Charges YEAR 1 (per residential charge)	\$ 130.00	\$ 3.05	\$ 14,524.00
Monthly Charges YEAR 2 (per residential charge)	\$ 135.00	\$ 3.11	\$ 14,848.80
Monthly Charges YEAR 3 (per residential charge)	\$ 140.00	\$ 3.17	\$ 15,173.60
Annual Total Charges YEAR 1	\$ 2,080.00	\$ 12,444.00	
Annual Total Charges YEAR 2	\$ 2,160.00	\$ 12,688.80	
Annual Total Charges YEAR 3	\$ 2,240.00	\$ 12,933.60	

	Integrity (RFT24-0004)		Integrity (RFT24-0004)
YEAR 1 - Waste Supply of Residential Carts	\$ 4,080.00	YEAR 1 - Processing of Recyclable Materials	\$ 2,080.00
YEAR 2 - Waste Supply of Residential Carts	\$ 4,080.00	YEAR 2 - Processing of Recyclable Materials	\$ 2,160.00
YEAR 3 - Waste Supply of Residential Carts	\$ 4,080.00	YEAR 3 - Processing of Recyclable Materials	\$ 2,240.00
YEAR 1 - Residential Collection Services*	\$ 24,928.80	YEAR 1 - Residential Collection Services**	\$ 12,444.00
YEAR 2 - Residential Collection Services*	\$ 25,427.38	YEAR 2 - Residential Collection Services**	\$ 12,688.80
YEAR 3 - Residential Collection Services*	\$ 25,935.93	YEAR 3 - Residential Collection Services**	\$ 12,933.60

YEAR 1 - Total Charges Waste	\$	29,008.80	YEAR 1 - Total Charges Recyclable Materials	\$	14,524.00
YEAR 2 - Total Charges Waste	\$	29,507.38	YEAR 2 - Total Charges Recyclable Materials	\$	14,848.80
YEAR 3 - Total Charges Waste	\$	30,015.93	YEAR 3 - Total Charges Recyclable Materials	\$	15,173.60
Total for 36-month (excluding GST)	\$	88,532.11	Total for 36-month (excluding GST)	\$	44,546.40
GST	\$	4,426.61	GST	\$	2,227.32
Total for 36-month (including GST)	\$	92,958.72	Total for 36-month (including GST)	\$	46,773.72
Integrity (RFT24-0004)				\$	139,732.44