

1600-007-2/3879

Box #

**Loraas Disposal Services - Residential Recycling Collection
Services**

**Legal Administration - Contracts & Agreements - Authorized by
Clerk**

RECYCLING COLLECTION SERVICES AGREEMENT

THIS AGREEMENT made as of this 30th day of June, 2012.

BETWEEN:

THE CITY OF REGINA, a city continued pursuant to *The Cities Act* of Saskatchewan (the “City”)

-and-

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

WHEREAS:

- A. The City wishes to establish the Co-mingled Recycling Collection Program for certain residents of the City;
- B. As part of the Co-mingled Recycling Collection Program, the City will require the collection of Designated Materials from Designated Residences;
- C. The City issued request for proposals #1922 (the “RFP”) relating to the collection of Designated Materials from Designated Residences and wishes to retain the services of a third party to provide the Services;
- D. The Supplier has responded to the RFP and has been identified as the successful proponent pursuant to the terms and conditions of the RFP to provide the Services to the City; and
- E. The City wishes to have the Supplier provide the Services and the Supplier has agreed to do so, all in accordance with the terms and conditions of this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

"Aseptic Containers" means any multi-layered beverage box container;

"Award Letter" means the award letter issued to the Supplier dated April 26, 2012;

"Bags" means the semi-transparent bags that are provided to certain Residences for the storage of Designated Materials;

"Boxboard" means a lightweight paperboard used in making packaging boxes or cartons such as for cereals or shoes;

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

"Cart" means the 360 litre cart that is provided to Designated Residences for the storage of Designated Materials;

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

"Collected Materials" collectively means the Designated Materials and the Contaminants that are collected by the Supplier as part of the Co-mingled Recycling Collection Program;

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

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

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

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

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

“Coloured High Density Polyethylene” shall mean opaque plastic containers labelled with the #2 code;

“Co-mingled Recycling Collection Program” means the City program for collection from Designated Residences of Designated Materials for transportation to the Designated Facility;

“Confidential Information” has the meaning ascribed to it in Section 20.1 hereto;

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

“Contaminants” collectively means any materials that are not Designated Materials that are collected as part of the Collected Materials;

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

“Council” means the Council of the City of Regina;

“Designated Facility” means the location that has been designated by the City to receive Collected Materials from time to time, being either a temporary transfer station or materials recycling facility that is located within the City boundary or within a radius of 10 kilometres from the centroid of the City as shown in the map attached as Schedule A. For further certainty, the Global Transportation Hub is entirely within the City’s boundary;

“Designated Materials” collectively means Paper, Glass, Tin, Used Beverage Containers, Polycoat Containers, Polyethylene Terephthalate, High Density Polyethylene, Natural High Density Polyethylene, Coloured High Density Polyethylene and Aseptic Containers and such other materials that may be designated by the City from time to time;

“Designated Residences” means all residences approved by the City from time to time to be part of the Co-mingled Recycling Collection Program;

“Effective Date” means the date first written above;

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

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

“Escalation Factor” means the amount of the annual adjustment to the Service Fee calculated as follows:

- (a) *80% of the Service Fee for previous year of the Term or the First Extension, as the case may be*

x

The percentage change in the Consumer Price Index for the preceding twelve (12) month period

plus

- (b) *10% of the Service Fee for previous year of the Term or the First Extension, as the case may be*

x

The percentage change in the average Regina Diesel Prices for the preceding twelve (12) month period

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

“Glass” collectively means glass jars, bottles and containers used as food packaging;

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

“Health and Safety Obligation(s)” means any obligation imposed on the Supplier by the Applicable Laws or compliance with Good Industry Practice or the Agreement in respect of health and safety at work, including all applicable requirements of *The Occupational Health and Safety Act, 1993* (Saskatchewan), and regulations, as may be amended from time to time;

“High Density Polyethylene” means recyclable plastic, used for items such as milk containers, detergent containers and base cups of plastic soft drink bottles;

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

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

“Letter of Credit” has the meaning ascribed to it in Section 23.1(b) hereto;

“Liabilities” has the meaning ascribed to it in Section 23.2 hereto;

“Missed Collection” means a situation where a Designated Residence has placed its Bags or Cart out for collection on its respective Collection Day and the Supplier fails to collect the Collected Materials from Designated Residences before 7:00 p.m. on the Collection Day;

“Mixed Paper” collectively means recovered paper that is not sorted into specific categories and includes, but is not limited to, Newsprint, Old Corrugated Containers, Boxboard and Aseptic Containers;

“Natural High Density Polyethylene” means translucent plastic containers labelled with the #2 code;

“Newsprint” collectively means newspaper and advertising supplements and other paper grades;

“Old Corrugated Containers” collectively means corrugated containers having liners of either test liner, jute or kraft;

“Paper” collectively means paper products such as Newsprint, Mixed Paper, Sorted Office Paper, Old Corrugated Containers and Boxboard.

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

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

“Polyethylene Terephthalate” means plastic resin used to make packaging, particularly soft drink bottles;

“Polycoat Containers” means any paper-based carton packaging for beverage and food products that are made of bleached paperboard and polyethylene and some varieties that have a micro-thin layer of aluminum foil in the middle;

“Prohibited Act” means

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

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

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

“RFP” has the meaning ascribed to it in recital C herein;

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

“Secured Party” has the meaning prescribed at Section 5.6(e) herein;

“Services” means the collection of the Collected Materials to be performed by the Supplier in accordance with the RFP, the Supplier’s response to the RFP and Schedule B herein;

“Service Fee” means the fixed per household fee to be remitted to the Supplier by the City for the Services in accordance with Section 7.1 herein, as such Service Fee may be adjusted from time to time pursuant to this Agreement.

“Sorted Office Paper” means high grade paper such as computer paper, sorted white ledger, copier paper and office stationary;

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

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

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

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

“Tin” collectively means tin-coated steel containers, such as cans for food packaging. This includes food cans, Used Beverage Containers, aerosol cans and metal lids from bottles and jars; and

“Used Beverage Containers” collectively means beverage, food and non-food cans made of aluminum material.

1.2 References

Any reference made in this Agreement to:

- (i) "this Agreement" means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;
- (ii) "herein", "hereof", "hereby", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other provision

hereof, and include any and every amendment, restatement, replacement, variation, supplement or novation hereof;

- (iii) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or novated;
- (iv) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be. The provisions of each Schedule shall constitute provisions of this Agreement as though repeated at length herein;
- (v) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (vi) except where otherwise specified, any reference to a statute includes a reference to such statute and to its regulations, with all amendments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulation.

1.3 Interpretation

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

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

- (vi) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and
- (vii) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.4 Invalidity of Provisions; Severability

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

1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a “**Right**”) under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.6 Governing Law, Attornment

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

1.7 Interpretation Not Affected by Party Drafting

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

1.8 Enurement

This Agreement shall enure to the benefit of be binding upon the parties hereto and their

respective successors and permitted assigns.

1.9 Schedules

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

Schedule A	-	Map of City of Regina with 10 km radius
Schedule B	-	Description of Services
Schedule C	-	Liquidated Damages

ARTICLE 2 – CONDITIONS PRECEDENT

2.1 Conditions Precedent

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

- (a) the Supplier shall submit to the City:
 - (i) certificated of insurance as required under Section 17.1 herein; and
 - (ii) a current Workers' Compensation Board (Saskatchewan) clearance certificate;
- (b) In the event that the Supplier has granted a Secured Party a security interest in and to the Carts and Bags, the Supplier shall provide the City with a signed buy-back agreement in favour of the City from the Secured Party prescribing the City's right to purchase the Carts and Bags in accordance with Section 5.6(e) herein; and
- (c) the Supplier providing the City with the Performance Security in accordance with Section 23.1 herein.

(collectively the "**Conditions Precedent**").

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

ARTICLE 3

TERM AND RENEWAL

3.1 Term

The Agreement shall continue in effect for a period of eight (8) years from the commencement date of the Co-mingled Recycling Collection Program, being July 1, 2013, concluding on June 30, 2021 (the “Term”).

3.2 Renewal and Extension

The City shall have the option to extend the Term of this Agreement for two (2) consecutive periods of one (1) years each (the “First Extension” and the “Second Extension”). Each extension period shall be on the same terms and conditions as provided in this Agreement, except that following the Second Extension there shall be no further rights to extend the term of this Agreement and except that the Service Fee shall be as specified in Section 3.3 herein. The City may exercise each extension right by written notice given to the Supplier not less than six (6) months before the date of expiry of the Term or First Extension.

3.3 Service Fee for Extensions

The City and the Supplier agree that the Service Fee for the First Extension and the Second Extension shall be calculated in the same manner and in accordance with the Section 7.2 herein. For further certainty:

- (a) the Service Fee for the First Extension shall be equal to the Service Fee charged for the last year of the Term multiplied by the Escalation Factor; and
- (b) the Service Fee for the Second Extension shall be equal to the Service Fee charged for the First Extension multiplied by the Escalation Factor.

In the case of any dispute between the City and the Supplier as to the calculation of the Service Fee during the First Extension or the Second Extension, the parties agree to resolve any such dispute in accordance with the dispute resolution provisions in Article 25 of this Agreement.

ARTICLE 4

PROVISION OF SERVICES

4.1 Engagement of the Supplier

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

4.2 Covenants, Representations and Warranties of the Supplier

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

- (a) provide all labour, equipment and materials required to perform the Services;
- (b) obtain and maintain at its own expense all licenses, approvals and permits required by any government department, ministry or agency, including the City, for the delivery of the Services, and shall provide, at the request of the City, proof of such licenses, approvals and permits;
- (c) not, except in accordance with this Agreement, receive monies or favour for the delivery of the Services, and shall ensure compliance by all Supplier Personnel;
- (d) not sell, rent, lease, promote or donate any Collected Materials or Carts to a third party without the written consent of the City;
- (e) make appropriate arrangements to ensure that there is no disruption of Services in the event that the work of another contractor retained by the City (such as snow removal, parking, construction, etc.) prevents the Supplier from performing the Services;
- (f) provide the Services in accordance with Good Industry Practice;
- (g) not compact any Collected Materials in the Collection Vehicles above a density of 150 kilograms/cubic metre;
- (h) not mix the Collected Materials from the City with materials from any other municipality or client of the Supplier; and
- (i) comply with all Applicable Laws.

4.3 Changes and Improvements to Services

- (a) The Supplier shall make best efforts to ensure continuous improvement in the way that the Services are performed having regard to a combination of economy, efficiency and effectiveness, and shall assist the City in discharging its duty to achieve best value in the manner in which the Services are performed. The Supplier may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the change management process outlined in Section 6.2 hereto.
- (b) The Supplier acknowledges and agrees that the City is committed to maximizing the diversion of Designated Material from its landfill and changes to the Services, including but not limited to the expansion or reduction of what constitutes Designated Materials, the addition or subtraction of Designated Residences or the utilization of new procedures or technologies may be required in order to increase and support the City's diversion goals. The City may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the change management process outlined in Section 6.1 hereto.

4.4 Variability

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

ARTICLE 5 CARTS AND BAGS

5.1 Purchase of Carts and Bags

- (a) The Supplier, at its cost and expense, shall purchase all Carts and Bags in the quantity required such that during the Term each Designated Residence is provided with a Cart or Bags, as may be required and as may otherwise be provided in the RFP and the Supplier's response to the RFP.
- (b) All Carts and Bags purchased by the Supplier pursuant to section 5.1(a) shall (i) be in accordance with the specifications provided in the RFP and the Supplier's response to the RFP and (ii) be new and (iii) not refurbished or re-used at any time in the provision of the Services.

5.2 Initial Delivery of Carts and Bags

- (a) The Supplier, at its cost and expense, shall deploy and deliver all Carts and Bags to each Designated Residence upon the commencement of the Services in accordance with the process and steps provided in the Supplier's response to the RFP.
- (b) When deploying and delivering Carts and Bags pursuant to section 5.2(a) herein, the Supplier shall provide each Designated Residence with a brochure that is produced by the City that outlines the date that the Cart or Bags will be delivered, the relevant Collection Day for each Designated Residence and method of use of the Cart or Bags (including placement and a list of Designated Materials that are to be placed into the Cart or Bags).
- (c) The Supplier shall permit a City representative to accompany the Supplier's employees or independent contractor when delivering Carts and Bags and follow the direction and instruction of City representatives in relation to the delivery of Carts and Bags.
- (d) The Supplier, at its cost and expense, shall provide the City with a report within twenty-four (24) hours confirming the delivery of the Carts or Bags in accordance with the requirements of section 5.2(a) herein, such report to include the following information:

- (i) Address;

- (ii) Cart number (if applicable);
- (iii) Date delivered;
- (iv) Collection Route; and
- (v) Collection Day.

5.3 Delivery of Carts and Bags during the Term

(a) During the Term, the Supplier acknowledges and agrees that new Designated Residences will be added each year by the City to receive the Services. The Supplier agrees that when new Designated Residences are to be added to receive the Services, the following process shall be followed:

(i) The City shall notify the Supplier in writing of any additional Designated Residences that are to be added to receive the Services fourteen (14) days prior to the Monday of the week that the City wishes each such Designated Residence to begin receiving the Services;

(ii) Following receipt of the notification in subsection (i), above, from the City, the Supplier, at its cost and expense, shall provide to the City written notification detailing the applicable Collection Schedule, Collection Route and Collection Day in relation to each new Designated Residence seven (7) days in advance of the Collection Day that the new Designated Residence is to begin receiving the Services;

(iii) The City agrees that it shall be responsible for (A) deploying all Carts and Bags to new Designated Residences during the Term and (B) notifying each new Designated Residence of their respective Collection Day prior to the commencement of the Services;

(iv) Following delivery of the Carts and Bags to the new Designated Residences by the City, the City shall provide the Supplier with a list which includes the following information:

- (A) Address;
- (B) Cart number (if applicable); and
- (C) Date delivered;

(v) Following receipt of the list specified in subsection (iv) from the City, the Supplier, at its cost and expense, shall compile all information and provide the City with an updated aggregate Cart and Bag deployment list in accordance with section 5.2 herein.

5.4 Inventory and Storage of Carts and Bags

(a) The Supplier, at its cost and expense, shall provide and supply the City with an inventory of additional Carts and Bags that may be required to maintain the City's desired inventory levels throughout the Term, as follows:

- (i) All Carts and Bags shall be delivered by the Supplier to the City at 500 Arcola Avenue, Regina, Saskatchewan;
- (ii) the Supplier shall provide the City with an initial inventory of 500 Carts and 50,000 Bags, such Bags and Carts to be delivered to the City at 500 Arcola Avenue, Regina, Saskatchewan by the Supplier on or before the commencement date of the Services;
- (iii) The City shall, in accordance with section 5.3 herein, draw upon the inventory of Carts and Bags to deliver of any new Carts and Bags to Designated Residences that may be added to receive the Services during the Term; and
- (iv) The City shall notify the Supplier, in writing, when additional Bags or Carts are required to replenish the City's inventory levels and when the Supplier receives notice from the City requesting additional Carts or Bags to replenish the City's inventory, the Supplier shall provide the number of Bags and Carts requested by the City to 500 Arcola Avenue, Regina, Saskatchewan within seven (7) days of receiving the such notice from the City.

(b) In addition to the provision of Bags and Carts to the City as described in section 5.4(a), the Supplier shall also provide the City with an additional 2000 Carts and 200,000 Bags at the commencement of the final year of the Term, such Bags and Carts to be delivered to the City at 500 Arcola Avenue, Regina, Saskatchewan.

(c) Save and except for those Carts and Bags that are delivered to the City pursuant to sections 5.4(a) and 5.4(b), the Supplier shall, at its own cost and expense, be responsible for the storage and inventory of all Carts and Bags.

(d) The Supplier shall provide the City with an updated inventory list at the conclusion of each month of the Term in accordance with its response to the RFP and section 5.2(d) herein.

5.5 Maintenance and Repair of Carts and Bags

(a) The Supplier, at its own cost and expense, shall be responsible for the maintenance, modification, repair, removal and inventory of all Carts in service throughout the Term.

(b) The Supplier shall use only new parts and components when modifying or repairing the Carts and shall provide the City with a listing of all repair, modification, deliveries, exchanges or other related work completed on all Carts, such listing to be provided to the City along with the monthly Cart inventory list or as may be otherwise requested by the City.

(c) The Supplier, at its own cost and expense, shall be responsible for the cost of replacing any Carts damaged as a result of the Supplier's operations or otherwise. All Carts that are deemed by the Supplier to be no longer usable during the Term are to be recycled by the Supplier at the Designated Facility.

5.6 Ownership of Carts and Bags

- (a) During the Term, all Carts and Bags shall remain the property of the Supplier.
- (b) Upon the completion of the Term, the Supplier shall transfer and sell to the City (i) all Carts and Bags that have been deployed and delivered to Designated Residences and (ii) those Carts and Bags that have been provided pursuant to section 5.4 for nominal consideration and free and clear of any and all encumbrances.
- (c) In the event that this Agreement is terminated for any reason prior to the expiry of the Term, the Supplier shall transfer and sell to the City (i) all Carts and Bags that have been deployed and delivered to Designated Residences and (ii) those Carts and Bags that have been provided pursuant to section 5.4 free and clear of any and all encumbrances and for consideration equal to the straight line depreciated value of the Carts and Bags at such time that this Agreement is terminated.
- (d) In the event that the City and the Supplier cannot agree as to the desired consideration for the sale of the Carts and Bags pursuant to section 5.6(c), the City and the Supplier shall refer the matter to binding arbitration in accordance with Article 25.
- (e) In the event that the Supplier grants a security interest in and to the Carts and Bags to a third party (a “**Secured Party**”), the Supplier shall obtain a signed buy-back agreement in favour of the City from the Secured Party prescribing the City’s right to purchase the Carts and Bags in accordance with sections 5.6(b) and 5.6(c) herein. The buy-back agreement to be provided by the Supplier on behalf of the Secured Party shall contain such terms and be in such form as the may be agreed to by the City and the Secured Party, each acting reasonably.

ARTICLE 6 CHANGE MANAGEMENT

6.1 Changes Initiated by the City

- (a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, the City shall be entitled to make changes to the Services and/or the Agreement in accordance with this Section. If the City requires a change, the City shall notify the Supplier, in writing, describing the required change in sufficient detail so as to enable the Supplier to calculate and provide an estimate of the increase or decrease in its costs (the “**Estimate**”), if any.
- (b) As soon as practicable, and in any event within fifteen (15) Business Days after having received notification from the City, the Supplier shall deliver the Estimate to the City. The Estimate shall state:
- (i) the impact, if any, which the proposed change will have on the provision of the Services;

(ii) any amendment which may be required to be made to the Agreement as a result of the proposed change;

(iii) any change in Supplier costs that may result from the proposed change;

(iv) any loss of revenue that may result from the proposed change;

(v) any gain in revenue that may result from the proposed change; and

(vi) any adjustment to the Service Fee which the Supplier intends to propose.

(c) The Supplier shall provide, with the Estimate, objective evidence that it has used best efforts to minimize any increase in costs and maximize any reduction in costs, demonstrating that any costs to be incurred or avoided have been measured in a cost-effective manner.

(d) The Supplier shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the change in the Services.

(e) As soon as practicable after the City receives the Estimate, the parties shall discuss and use reasonable commercial efforts to reach agreement on the issues set out in the Estimate.

(f) If the parties cannot agree on the Estimate then, unless the City withdraws the proposed change, the dispute will be determined in accordance Article 25.

(g) As soon as practicable after the Estimate has been agreed upon or otherwise determined pursuant to Article 25, the City shall:

(i) confirm in writing the Estimate (as such may have been modified), subject to Council approval; or

(ii) withdraw the proposed change.

(h) If the City does not provide the written confirmation referred to in Section 5.1(g)(i) within twenty (20) Business Days of the contents of the Estimate having been agreed or determined, then, the City's proposed change shall be deemed to have been withdrawn.

6.2 Changes Initiated by the Supplier

(a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, if the Supplier wishes to propose a change in the Services and/or the Agreement, it must notify the City. The Supplier shall:

(i) set out the proposed change in sufficient detail to enable to City to evaluate it in full;

(ii) specify the Supplier's reasons for proposing the change;

- (iii) consult with the City with a view to determining whether the City is prepared to agree to the change and, if so, what resulting changes to the Services and/or the Agreement that the City may require;
 - (iv) describe the implications of the change, including any anticipated change in the costs of providing the Services and any gain or loss in revenue to the Supplier potentially associated with the proposed change;
 - (v) indicate, in particular, whether a variation to the Service Fee is proposed (and, if so, provide a detailed cost breakdown of such proposed change); and
 - (vi) identify any timeframe, if applicable, by which a decision by the City is critical, explaining the reasons why.
- (b) The City shall evaluate the Supplier's proposed change, taking into account all relevant issues, including:
- (i) whether a change in the Service Fee is proposed or will occur;
 - (ii) whether the proposed change affects the quality of the Services or the likelihood of successful delivery of the changed Services;
 - (iii) whether the proposed change will interfere with the City's relationship with third parties;
 - (iv) whether the Supplier has sufficient financial strength to perform the proposed changed Services; and
 - (v) whether the proposed change materially affects the risks or costs to which the City is exposed.
- (c) As soon as practicable after the City receives full details of the Supplier's proposed change, the parties shall discuss and use reasonable commercial efforts to reach agreement on the proposed change. During such discussions, the City, in its sole discretion, may propose modifications or may reject or, subject to Council approval, may accept the Supplier's proposed change.
- (d) If the Supplier's proposed change (with or without modification) is approved by Council, the relevant change in the Services shall be implemented within fifteen (15) Business Days of such approval, unless the parties agree to a different implementation timeframe.
- (e) Unless the City, following approval by Council, agrees in writing to an increase in the Service Fee there shall be no increase in the Service Fee as a result of a change in the Services and/or the Agreement proposed by the Supplier.

(f) Where the Supplier proposes a change in the Services and/or the Agreement which is accepted by the City and which results in a reduction of the cost to the Supplier to provide Services, with the result that the Service Fee is reduced by an amount equal to the cost reduction, the City agrees to make a one-time payment to the Supplier in the calendar year next following the implementation of the change in the amount of 50% of the cost reduction achieved for that year.

**ARTICLE 7
SERVICE FEES**

7.1 Service Fees

(a) Subject to section 7.5, the City shall pay to the Supplier a Service Fee equal to \$39.99, plus GST per Designated Residence per year of the Term. The Service Fee shall be paid by the City to the Supplier, commencing from the commencement date of the Services, in twelve (12) equal monthly installments, in arrears, following receipt by the City of an invoice from the Supplier in accordance with section 7.3(a).

(b) If during the Term, the Services are not rendered for all Designated Residences on all Collection Days in a given month, the Service Fee payable for that month shall be pro-rated based on the following formula:

$$\begin{array}{r} \text{Service Fee payable for the} \\ \text{month} \end{array} \quad \times \quad \begin{array}{r} \text{Number of days during with the} \\ \text{Services were rendered} \\ \text{in the month} \\ \hline \text{Total number of Collection} \\ \text{Days in the month} \end{array}$$

(c) Except as expressly provided by Section 7.2 of this Agreement, the Supplier shall not be entitled to an increase in the Service Fee during the Term.

7.2 Yearly Escalation of Service Fee

(a) Each of the City and the Supplier acknowledge and agree that following the first year of the Term, the Service Fee shall be adjusted and re-calculated annually to account for increases in the Consumer Price Index and for changes in diesel fuel prices.

(b) Each of the City and the Supplier acknowledge and agree that in order to adjust the Service Fee for increases in the Consumer Price Index and changes in diesel fuel prices, the Service Fee shall be adjusted annually, beginning with the second year of the Term and each year thereafter by adding or subtracting the Escalation Factor, and the resulting amount shall then be deemed to be the Service Fee for that year of the Term.

7.3 Invoicing and Payment

(a) Within ten (10) calendar days of the last day of each month, the Supplier shall submit an

invoice to the City for all Services delivered in the preceding month. Where the tenth day falls on a Saturday, Sunday or a statutory holiday, the party agree that the tenth day shall be deemed to be the Business Day next following the tenth day.

(b) The City shall make payment to the Supplier within thirty (30) days of receipt and acceptance by the City of the invoice. Where the date for payment falls on Saturday, Sunday or a Statutory Holiday, the last day for payment shall be deemed to be the next Business Day following the thirtieth day.

(c) The Supplier acknowledges and agrees that payment to the Supplier will be made by the City out of the funds under the control of the City in its public capacity, and no member of Council or officer or employee of the City may be held personally liable or responsible to the Supplier for payment under any circumstances whatsoever.

(d) In the event that the City wishes to dispute any invoice received from the Supplier pursuant to section 7.3(a), the City shall notify the Supplier in writing within fifteen (15) days of the date that the City received the invoice, stating the reasons why the invoice is disputed. For the avoidance of doubt, the City may withhold payment of any disputed amount until any dispute is settled directly between the parties or in accordance with section 7.3(f) herein.

(e) Within five (5) Business Days of the Supplier's receipt of any notice served by the City pursuant to section 7.3(d), the Supplier shall respond by notifying the City as to whether or not it agrees with the statements made or with the supporting evidence supplied with the notice. If the Supplier indicates that it does agree, or if the Supplier fails to make such a response within that time limit, the City shall be entitled to retain on a permanent basis any amounts withheld by the City and to reclaim from the Supplier the amount of any over-payment which may have been made to the Supplier.

(f) In the event that the Supplier responds to the City's notice sent pursuant to section 7.3(d) that the Supplier does not agree with all or any of the statements made in any notice served by the City, then the parties agree that matter or matters in question shall be determined pursuant to Article 25.

7.4 Taxes

(a) The Supplier warrants that it:

(i) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration number 891813479; and

(ii) will remit the GST and the PST payable in relation to the Service Fees in accordance with Applicable Laws.

(b) The Supplier agrees that:

(i) all GST and any taxes or duties imposed by the *Excise Tax Act* or the Customs Tariff and tax or duty rate decreases or exemptions resulting from amendments, re-classifications, remissions, or clarifications thereof on tax or duty-included goods and materials, whether recognized or not at the time of award, will be passed on to the City.

(ii) If the Supplier manufactures or purchases any goods with respect to the Services from outside of Canada, the Supplier must ensure that its agent or representative is the importer of record, unless otherwise expressly stipulated.

(c) The Supplier agrees that the City shall not be liable for and the Supplier shall indemnify the City with respect to any special or dumping duties which may be levied by the Canada Border Services Agency (CBSA), Anti-Dumping and Countervailing Directorate under the provisions of the Special Import Measures Act (SIMA), upon any imported goods required in the supply of materials in any order or in the performance of the Services.

7.5 Set-off and Moneys Due to the City

(a) Notwithstanding any other provision in this Agreement, the City shall have the right to set-off and retain out of any monies due to the Supplier such sum or sums as the City may deem necessary to protect the City from any claims against it by third parties arising out of the Supplier's performance or non-performance of this Agreement and any payment to the City of Liquidated Damages which may have been, or may in the future be payable by the Supplier under any provision of this Agreement.

(b) The Supplier agrees that should the amount retained in accordance with this section 7.5 prove insufficient to meet the Supplier's financial obligations, the City may enforce its claim for any deficiency against the Supplier or the Performance Security. Should the amount retained exceed the total of any claims and associated legal costs, the excess will be paid to the Supplier without interest within thirty (30) days of a final determination of the amount properly owing.

7.6 Volume Variations and City's Diversion Efforts

(a) The City makes no representation or warranty that historical data or information relating to recycling volumes and/or tonnages represents an accurate forecast of future volumes and/or tonnages. In particular, the Supplier acknowledges that:

(i) the Supplier is solely responsible and assumes the risk for determining or predicting volumes and/or tonnages of Collected Material to be collected over the Term of the Agreement;

(ii) there may be seasonal and yearly fluctuations in the volumes and/or tonnages of Collected Material which may be experienced. These are conditions over which the City has no control and the Supplier shall be prepared to overcome any problems arising from any variations in quantities whatsoever;

(iii) the City is actively encouraging citizens and other Persons to divert waste to recycling wherever possible. Such efforts by the City are likely to change the volumes and/or tonnages of Collected Material to be collected over the Term of the Agreement.

(b) The Supplier represents that it has factored the above volume/tonnage fluctuations into its determination of the Service Fee under this Agreement. The Supplier waives and releases the City from all claims in the event the actual volumes and/or tonnages of Collected Materials differ from those determined or predicted by the Supplier.

ARTICLE 8 NO SCAVENGING AND NO MIXED COLLECTION

8.1 No Scavenging

All Collected Materials become the property of the City when placed out for collection by a Designated Residence. The Supplier acknowledges and agrees that the City has exclusive rights in all Collected Materials. Neither the Supplier nor any Supplier Personnel will be permitted or entitled to salvage, claim or to possess any Collected Materials at any time.

8.2 No Mixed Collection

(a) In providing the Services, the Supplier shall not (i) co-mingle any material from any Person who is not a Designated Residence with the Collected Materials or (ii) deliver to the Designated Facility a mixed load comprised of Collected Materials and other waste.

(b) For further certainty, the Supplier may use the Collection Vehicles for private customers when not required for the delivery of the Services, provided that the logos of the City are covered in a manner approved by the City, acting reasonably.

ARTICLE 9 SUPPLIER PERSONNEL

9.1 Supplier Personnel

In providing the Services the Supplier shall:

- a) provide all labour required to perform the Services;
- b) ensure that all Supplier Personnel have sufficient abilities, skills, knowledge, training, qualifications and experience to safely and effectively provide the Services;
- c) ensure that sufficient reserve personnel are available to provide the Services at all times; and

- d) ensure that all Supplier Personnel charged with the operation of Collection Vehicles possess a valid license in accordance with Applicable Laws.

9.2 Training

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

9.3 Appearance and Conduct

- (a) The Supplier shall provide all Supplier Personnel with neat and distinctive uniforms which shall bear the Supplier's logo and safety equipment to be worn while performing the Services. The Supplier must ensure that all Supplier Personnel have and wear protective footwear, gloves, safety vests, eye protection and, upon request, noise protection and dust masks, as may be required by Applicable Laws or as a result of the Services. The Supplier must ensure that uniforms comply in all respects with the requirements of *The Occupational Health and Safety Act, 1993* (Saskatchewan).
- (b) The Supplier Personnel who normally and regularly come into direct contact with the public shall bear some means of individual identification such as corporate identification, name badges or business cards.
- (c) The Supplier shall ensure that Supplier Personnel are alert, respectful, polite and courteous towards the public at all times, including other City contractors and employees. Supplier Personnel shall not interfere with the work of other City contractors or City employees.
- (d) The Supplier must ensure that a high standard of service, courtesy and consideration is exhibited in all Supplier Personnel dealings with customers, visitors, the general public, as well as other City contractors and employees, and that the Supplier conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations and in recognition of the need to uphold and maintain the positive public image of the City.
- (e) Where, in the opinion of the City, the performance or conduct of any Supplier Personnel undermines the image and/or reputation of the City, or is otherwise in breach of this section 9.3,

then, the Supplier shall replace such persons forthwith and such persons will not be engaged again by the Supplier in relation to the Services without the City's written consent.

(f) The Supplier shall ensure that (i) all of the Supplier Personnel are free from alcohol and narcotics at all times while engaged in the delivery of the Services, and (ii) none of the Supplier Personnel solicit or accept any gratuity for the Services completed.

9.4 Supervision

(a) The Supplier shall ensure that a sufficient number of skilled and qualified Supplier Supervisor(s) are available daily to supervise other Supplier Personnel in providing the Services.

(b) All Supplier Supervisors shall be solely dedicated to the provision of the Services pursuant to this Agreement and shall not be engaged in any other full-time work. All Supplier Supervisors will only be permitted to operate Collection Vehicles with the City's prior written approval.

(c) All Supplier Supervisors shall thoroughly understand all of the requirements of this Agreement and shall be fully experienced in the Services. The Supplier Supervisors will represent and be in charge of the operation of the Services and be authorized to accept any notice, consent, order, decision or other communication from the City on behalf of the Supplier.

(d) The Supplier Supervisors will be responsible for follow-up on all customer complaints, accidents and spills that occur during the performance of the Services and each Supplier Supervisor will be equipped with a cellular phone, two-way radio and digital camera and shall keep a written daily log of activities.

(e) All Supplier Supervisors shall inspect all Collection Routes on a daily basis to ensure the following:

- a) Collected Materials are collected in the time and manner specified in this Agreement;
- b) All Carts are being returned to the correct location and all Carts are placed appropriately;
- c) All Supplier Employees are wearing appropriate safety equipment and performing the Services in a safe and courteous manner;
- d) All Collection Vehicles are obeying all traffic laws;
- e) All Complaints are responded to and resolved within the time frames identified in this Agreement; and
- f) The City is informed of all incidents and corrective actions taken by the Supplier.

(f) If in the opinion of the City, acting reasonably, that the Supplier does not have sufficient supervision to properly provide the Services in accordance with this Agreement, the City retains the right to instruct the Supplier to increase its number of Supplier Supervisors at any time and at no additional cost to the City.

9.5 Record of Wages, Human Rights and Equal Opportunities

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

ARTICLE 10 HEALTH AND SAFETY

10.1 Compliance with Health and Safety Regulations

The Supplier acknowledges that it will, at all times, ensure compliance with all federal, provincial and municipal occupational health and safety regulations, including without limitation *The Occupational Health and Safety Act* (Saskatchewan) and any regulations made thereunder. The Supplier accepts the responsibility for the health and safety of its employees by providing appropriate protective equipment as may required and by taking all reasonable precautions for the protection of its employees.

10.2 Health and Safety Training and Policy

- (a) The Supplier shall provide health and safety training for all of the Supplier Personnel, such training to include health and safety and training on how to properly operate Collection

Vehicles and other equipment and emergency response measures. Upon request, the Supplier shall submit its training plan to the City, for review.

- (b) The Supplier shall maintain applicable records with respect to all health and safety instruction and training completed for Supplier Personnel, which will include frequency and course content, and shall supply the City with such records, as required or requested.
- (c) Any policies developed pursuant to section 9.2(a) shall meet or exceed all legal requirements, industry standards and any standard as may be set by Applicable Laws from time to time.

10.3 Public Safety

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

10.4 Health and Safety Records

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

10.5 Worker's Compensation

- (a) The Supplier understands, acknowledges and agrees that it is not, nor is any of the Supplier Personnel, covered by the City under *The Workers' Compensation Act, 1979* (Saskatchewan). The Supplier shall be solely responsible for and shall pay all dues and assessments payable under *The Workers' Compensation Act, 1979* (Saskatchewan) in respect of itself and the Supplier Personnel.
- (b) The Supplier agrees to indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Supplier's provision of the Services, the

provision of the Services by a subcontractor of the Supplier or if the City is held liable for any damages or injury to any employee, partner, or subcontractor of the Supplier while on City-controlled or City-owned property.

(c) The Supplier acknowledges and agrees that if the City is required to pay any amount to the Saskatchewan Workers' Compensation Board on behalf of the Supplier, or any subcontractor, or by reason of any act of omission of the Supplier or any subcontractor, the City may deduct and set off the amount required to be paid by the City from any amount owing to the Supplier under its or under any other Agreement, or may demand a reimbursement by the Supplier to the City for the amount so paid by the City. For further certainty, any right granted to the City pursuant to this section 10.5(c) shall be in addition to and not in substitution for any other right at law or in equity which the City has by reason of the failure of the Supplier to comply with the provisions of *The Workers' Compensation Act, 1979* (Saskatchewan).

ARTICLE 11 COLLECTION VEHICLES AND EQUIPMENT

11.1 Number of Collection Vehicles

(a) The Supplier must, at all times, provide, maintain and operate a sufficient number of Collection Vehicles, drivers and other personnel to perform the Services required under this Agreement, and to comply with Applicable Laws.

(b) The Supplier shall keep sufficient spare Equipment, including Collection Vehicles, to ensure that, in the event of a breakdown, Services continue uninterrupted and are completed in accordance with the terms of this Agreement. Any spare Collection Vehicles must conform to the provisions related to Collection Vehicles in this Agreement.

(c) If in the opinion of the City, the Supplier does not have a sufficient number of regular or spare Collection Vehicles to properly provide the Services, the City will have the right to direct the Supplier at any time to increase the number of regular or replacement Collection Vehicles to ensure completion of the Services. Any increase in the number of Collection Vehicles required by the Supplier shall be at no additional expense to the City.

11.2 Standards and Types of Collection Vehicles

Collection Vehicles shall conform to the following standards:

(i) Be no larger than the following dimensions:

Gross vehicle Weight Rating – 29,030 kg
Maximum legal payload – 9,525.4 kg
Wheel base – 538.480 cm
Height with body lowered (driving) – 381.000 cm
Height with body raised (tip to dump) – 591.820 cm

Overall length with tail gate closed (driving) – 960.120 cm
Overall length with tail gate raised – 1115.06 cm

- (ii) Be properly constructed and maintained to eliminate the depositing of debris onto the streets during the Services and while traveling to the Designated Facility
- (iii) Shall have fully enclosed steel bodies of sufficient capacity and strength, and must be mounted on an adequate truck chassis;
- (iv) Be capable of compacting Collected Materials, the Supplier acknowledging and agreeing that it shall not at any time compact any Collected Materials above a density of 150 kilograms/cubic metre;
- (v) Be capable of mechanically unloading all Collected Materials;
- (vi) Meet or exceed the provisions of the *Canada Motor Vehicle Safety Act* and the Regulations made thereunder, be licensed in the Province of Saskatchewan, and meet or exceed all applicable safety regulations and current industry, regulatory, safety, licensing and other applicable standards as may be amended from time to time;
- (vii) Be equipped with all mandated and/or legislated safety equipment and the Supplier shall continually maintain and update the Collection Vehicles to meet the required safety standards throughout the life of this Agreement;
- (viii) Be equipped with a two-way radio, fire extinguisher, first aid kit, reflective safety vests and sufficient number of hard hats;
- (ix) Be equipped with on-truck communication equipment. If cell phones are chosen as the preferred method for two-way communication, each Collection Vehicle must be equipped with hands-free capabilities, in keeping with Saskatchewan's ban on the use of hand-held cell phones while driving; and
- (x) Be equipped with a shovel, broom, protective gloves and garbage bags for the purpose of cleaning up any debris that has spilled while performing the Services. Each Collection Vehicle will also be equipped with a spill kit that shall include absorbent material in the event of an oil/fuel spill or spill of hazardous material, and a mat for the purpose of covering storm and sanitary sewer covers/catch basins in order to prevent spills to these locations.

11.3 Age of Collection Vehicles

- (a) The Supplier acknowledges and agrees that any and all Collection Vehicles (chassis and body) used in the performance of the Services shall not exceed four (4) years of age at the commencement of the Services and shall not exceed eight (8) years of age at any time during the term of this Agreement. For further certainty, Collection Vehicles that are outside of the age limit specified herein but have been refurbished shall not be permitted.

(b) Upon the execution of this Agreement, the Supplier shall submit to the City a list of the operating and spare Collection Vehicles proposed to be used by the Supplier (including manufacturer, model, load capacity and age of vehicle), including a current digital picture of each Collection Vehicle. The pictures shall clearly show the front, rear and two sides of each Collection Vehicle. The Supplier shall provide the City with an updated list of the operating and spare Collection Vehicles (including current digital pictures) prior to any alternate or new Collection Vehicles being used.

11.4 Appearance and Cleanliness of Collection Vehicles

(a) The body of all Collection Vehicles shall be painted manufacturer's white at the Supplier's expense and the name, approved logo, telephone number and website address of the City must be visibly displayed on all Collection Vehicles in accordance with the City's direction prior to commencement of the Services. The City, acting reasonably, may request that the Supplier, at its sole cost and expense, re-paint any or all Collection Vehicles during the Term.

(b) The Contractor shall ensure that each Collection Vehicle displays an "R" along with a four (4) digit identification number on the front, rear and sides and be of a sufficient size to be easily identified. The last two digits of the identification number shall represent the year the Collection Vehicle was manufactured.

(c) Packing bodies of all Collection Vehicles operated by the Supplier must be kept clean and disinfected inside and out so as not to cause any offensive odours. The Supplier shall at its own cost and expense:

(i) make arrangements for the exterior of all Collection Vehicles to be washed a minimum of once per week or as may be otherwise directed by the City;

(ii) disinfect the inside and outside of all Collection Vehicles on a regular basis; and

(iii) make every reasonable effort to ensure all Collection Vehicles are empty of Collected Waste and other material at the end of each Collection Day.

(d) Records relating to the cleaning of Collection Vehicles shall be kept by the Supplier and shall be forwarded to the City upon the City's request.

11.5 Advertising on Collection Vehicles

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

(b) The Supplier acknowledges and agrees that the City may wish to provide advertising message(s) from time to time throughout the Term promoting waste collection, composting,

recycling, or the advertising new services and program changes. The Supplier shall affix any advertising message to its Collection Vehicles as may be reasonably directed by the City. All costs associated with any advertising program (including without limitation the cost to affix such advertising to the Collection Vehicles) shall be paid by the City.

11.6 Licensing and Maintenance of Collection Vehicles

- (a) The Supplier will be responsible for the maintenance of all Collection Vehicles and for all licensing, permits, inspections and insurance as may be required to operate the Collection Vehicles and carry out the Services. All maintenance, licensing, permits, inspection and insurance costs shall be the responsibility of the Supplier.
- (b) Upon the City's request the Supplier shall produce current and valid certificates of inspection issued in accordance with Applicable Laws for each Collection Vehicle from time to time. All expenses incurred in obtaining such certificates of inspection will be borne by the Supplier. Copies of certificates of inspection for all Collection Vehicles shall be submitted to the City on an annual basis.
- (c) All Collection Vehicles will be maintained in a clean, rust-free condition for the duration of the Agreement and shall be mechanically sound. The Supplier shall promptly repair all body damage such as scratches and dents on each Collection Vehicle as may be directed by the City, acting reasonably, from time to time.
- (d) The Supplier shall delete from the equipment list, and immediately remove from use any Collection Vehicle that is not functioning up to the standards specified in this Agreement or depositing debris as a malfunction or where the Collection Vehicle's age exceeds the age restrictions in section 11.3 and shall supply a replacement without delay. The City reserves the right to request that the Supplier remove any Collection Vehicles that the City, in its sole discretion, deem not mechanically sound, clean or properly labeled.
- (e) The Supplier shall maintain a record of all maintenance services performed on the Collection Vehicles and shall forward a copy of the record to the City every ninety (90) days from the commencement of the Services or as may be otherwise directed by the City from time to time.

11.7 Electronic Devices on Collection Vehicles

All Collection Vehicles shall have global positioning satellite (GPS) and/or automated vehicle locator (AVL) equipment installed, at the cost and expense of the Supplier. The Supplier acknowledges that such technology can benefit both the City and the Supplier in managing and improving the Supplier's ability to identify and rapidly respond to missed collection areas/streets, track the number of households, and handle complaints e.g. late set-outs/ Missed Collections. The Supplier shall keep any records and data collected by GPS or AVL devices and shall forward such records to the City upon the City's request.

11.8 Excess Loading of Collection Vehicles

- (a) The Supplier shall not cause or permit Collection Vehicles to be loaded beyond the legal limit specified in *The Traffic Safety Act* (Saskatchewan) and shall comply with *The City of Regina Traffic Bylaw*, No. 9900 which imposes load restrictions on certain roads within the City.
- (b) Where, in the opinion of the City, acting reasonably, Collection Vehicles used by the Supplier are causing or are likely to cause damage to any private or public roadway, the City may direct the Supplier to (i) make changes in or substitutions for such Collection Vehicles, (ii) use alternate routes for hauling, (iii) alter loading, or (iv) remove the cause of such damage in some other manner. The Supplier acknowledges and agrees that it will be responsible for any and all costs resulting from the overloading of Collection Vehicles and any costs related to changes, substitutions or alterations required to prevent and damage that may occur to private or public roadways.

ARTICLE 12

SPILLAGE AND ENVIRONMENTAL COMPLIANCE

12.1 Spillage and Loose Materials

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

12.2 Environmental Compliance

- (a) The Supplier shall, in the performance of the Services, comply with environmental legislation and other environmental requirements of those federal, provincial, municipal or other governmental bodies, including without limitation *The Environmental Management and Protection Act, 2002* (Saskatchewan) and the regulations and amendments thereto.

(b) The Supplier acknowledges and agrees there may be additional reporting requirements in relation to any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment. The Supplier represents and warrants that it is familiar with these requirements and agrees to report any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment as may be required by Applicable Laws.

ARTICLE 13

PERFORMANCE AND CUSTOMER SERVICE STANDARDS

13.1 Collection Performance Standards

The Supplier shall collect one hundred per cent (100%) of the Collected Materials on each Collection Day from all Designated Residences between the hours specified and as a first priority to any other clients that the Supplier may have. The Supplier shall be deemed to have failed to complete 100% of a day's Services if there are any Missed Collections other than those Missed Collections referenced in section 13.2(i)(ii).

13.2 Customer Service Standards

- (a) The Supplier acknowledges and agrees that the City requires that the Supplier delivers excellent quality in the performance of the Services, agrees that the Supplier Personnel and Supplier Supervisors shall behave in a polite, courteous and respectful manner at all times.
- (b) The Supplier shall maintain an office within the City of Regina that will be staffed during all times that the Services are being performed. At a minimum, the office hours shall be 7:30 a.m. to 5:00 p.m. Saskatchewan time.
- (c) The Supplier shall have a staff person on-call and available after normal operating hours to receive and respond to calls forwarded to it by the City. The Supplier shall provide its after-hours employee with a cell phone and two-way radio and shall provide the City with a monthly schedule identifying the Supplier's after-hours staff person and corresponding contact information. The City will make available to the Supplier a monthly schedule identifying the City's after-hours staff person and corresponding contact information.
- (d) The Supplier acknowledges that the City will be the primary contact for Designated Residences and that all calls that require action by the Supplier will be forwarded directly to the Supplier's office by the City, as follows:
- (i) The City shall forward all calls relating to Missed Collections to the Supplier as soon as reasonably possible and in any event, no later than one (1) hour after the receipt of such calls; and
 - (ii) The City shall forward all calls relating to all matters that are not Missed Collections (and which cannot be dealt with directly by the City) to the Supplier electronically in

spreadsheet format prior to 12:00 noon of the Collection Day next following the Collection Day upon which the complaints or concerns are received.

(e) The Supplier shall maintain a staffed position to ensure a prompt receipt and response to all calls. The Supplier shall receive and satisfy all calls and inquiries from the City promptly and in accordance with the standards set forth in sections 13.2(h) and 13.2(i) herein.

(f) The Supplier acknowledges that notwithstanding the City's efforts to be the primary contact for Designated Residences that the Supplier may directly receive inquiries (either through email, mail, fax, phone or in person) from Designated Residences from time to time. In the event that the Supplier directly receives inquiries from Designated Residences, the Supplier shall promptly receive and respond to all such inquiries, save and except for billing matters, and taxation matters which shall be promptly forwarded to the City. The Supplier shall provide the City with a list of all inquiries that were received (either directly by the Supplier or indirectly from the City) in accordance with section 13.2(j) herein.

(g) All Supplier Personnel responsible for performing the Services shall have business cards readily available if approached by any person with a complaint or question. Business cards will identify the name of the Supplier, the name of the Supplier Supervisor for the respective Collection Area as well as the designated City phone number, fax number and e-mail address where complaints and inquiries can be received and processed.

(h) The Supplier shall respond to and resolve any complaints or concerns (whether received directly or indirectly from the City) that it may receive in relation to the Services, excluding any Missed Collections, as follows:

(i) If the complaint or concern is received by the Supplier prior to 12:00 noon, then the Supplier shall respond to and resolve the complaint or concern prior to 7:00 pm on the Collection Day upon which the complaint or concern is received; and

(ii) If the complaint or concern is received by the Supplier subsequent to 12:00 noon, then the Supplier shall respond to and resolve the complaint or concern prior to 12:00 noon of the Collection Day next following the Collection Day upon which the complaint or concern is received.

(i) The Supplier shall respond to and resolve any complaints or concerns (whether received directly or indirectly from the City) that it may receive in relation to Missed Collections, as follows:

(i) If the complaint or concern regarding a Missed Collection is received by the Supplier prior to 12:00 noon, then the Supplier shall rectify the Missed Collection by collecting the Collected Materials from the affected Designated Residence prior to 7:00 pm on of the Collection Day upon which the complaint or concern is received; or

(ii) If the complaint or concern regarding a Missed Collection is received by the Supplier subsequent to 12:00 noon, then the Supplier shall rectify the Missed Collection by

collecting the Collected Materials from the affected Designated Residence by 12:00 noon of the Collection Day next following the Collection Day upon which the complaint or concern is received.

(j) The Supplier shall maintain a complete log, including names and addresses relating to all complaints and inquiries received and the action taken to rectify the complaint and shall make the log available for inspection by the City during normal office hours. In addition to making the log available for inspection, the Supplier shall submit to the City a daily list of all complaints and inquiries received and the action taken by the Supplier prior to 5:00 pm on each Collection Day. The daily list shall be submitted to the City in accordance with the requirements in section 16.1 and as follows:

(i) The daily list to be provided by the Supplier to the City shall include the following information:

- (A) date and time of call;
- (B) Collection Route and unit # of address of complaint;
- (C) name, address, phone number and email address (if given);
- (D) nature of call;
- (E) if resolved, date/time and name of employee that resolved, as well as a description of what transpired to resolve the incident; and
- (F) if not resolved, non-resolved calls sent as part of list to the City with all of the above information

(ii) For further certainty, inquiries received by the Supplier prior to 3:30 pm on a Collection Day shall be included on the daily list that is provided by the Supplier to the City prior to 5:00 pm on that Collection Day; and

(ii) For further certainty, inquiries received by the Supplier subsequent to 3:30 pm on a Collection Day shall be included on the daily list of inquiries that is provided by the Supplier to the City for the Collection Day next following the Collection Day upon which the inquiry is received.

13.3 Customer Service Standards

The failure to meet any of the service and response requirements prescribed in section 13.2 herein (“Non-Performance”) will result in the City assessing liquidated damages for every instance of non-performance in accordance with Article 22 herein.

ARTICLE 14 DELIVERY OF COLLECTED MATERIALS

14.1 Delivery of Collected Materials to Designated Facility

(a) The Supplier shall transport and off-load one hundred percent (100%) of all Collected Materials that are collected by the Supplier in providing the Services at the Designated Facility

and shall use the scales at the Designated Facility in doing so. The Supplier acknowledges that the Designated Facility may be a temporary transfer station for a period of time prior to the construction of a materials recycling facility and shall transport and off-load all Collected Materials in the same manner and fashion at the temporary transfer station as at the Designated Facility.

(b) The Supplier shall make deliveries to the Designated Facility at a minimum of once daily or with such other additional frequency as may be required. All Collection Vehicles shall be scheduled such that they arrive with enough time to weigh in and out at the scale during the Designated Facilities' regularly scheduled hours of operation unless prior arrangement is approved by the operator of the Designated Facility.

(c) The Supplier's drivers must weigh-in and weigh-out with every load of Collected Materials that is brought to the Designated Facility, maintain accurate records of the weigh scale ticket information, and, on a monthly basis, make such records available to the City in accordance with section 16.1.

ARTICLE 15

CITY REPRESENTATIVE AND INSPECTORS

15.1 City Representative

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

15.2 Inspectors

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

15.3 Performance Meetings

(a) During the first year of the Term the Supplier Representative will attend monthly meetings with the City Representative on the first Business Day of every month at a time and place to be agreed, to discuss the quality, performance and other matters related to the Services.

(b) Following the first year of the Term, the City Representative and the Supplier Representative shall attend at least two (2) meetings during each subsequent year of the Term of

this Agreement at such place and time as may be agreed to by the parties, acting reasonably, to discuss the quality, performance and other matters related to the Services.

ARTICLE 16 REPORTING

16.1 Reporting Requirements

- (a) The Supplier shall at all times keep an accurate and up-to-date record of all activities related to the performance of the Services.
- (b) The Supplier shall use a computer database for the purpose of documenting all calls, complaints and accidents (including damage claims) issued and the actions taken. The database shall be maintained on a daily basis and a copy of this information will be forwarded electronically to the City by no later than 9:00 a.m. the following day or as may be otherwise requested by the City.
- (c) The Supplier shall maintain and forward to the City a daily record of all Collection Vehicles, the Supplier Personnel operating the Collection Vehicles, the Collection Area being served, the Collection Route that each Collection Vehicle is operating in and the time that the Collection Vehicle commenced performance of the Services. This information, including a list of the daily spare Collection Vehicles and any Collection Vehicles receiving maintenance service, shall be entered into a computer database on a daily basis and an electronic copy forwarded to the City by no later than 9:00 a.m. of the scheduled Collection Day.
- (d) The Supplier shall keep a copy of all weigh scale tickets issued to Collection Vehicles for Collected Materials deposited at the Designated Facility. The Supplier shall enter the weigh scale ticket information into a computer database on a daily basis and an electronic copy of all weigh scale tickets issued to Collection Vehicles will be e-mailed to the City of Regina by 9:00 a.m. the following day.
- (e) Save and except the information described in section 16.1(f) herein, the Supplier shall provide all information and data required pursuant to this Agreement to the City as follows:
 - (i) electronically in batch files;
 - (ii) in a format acceptable to the City (CSV files); and
 - (iii) through a secure FTP site.
- (f) The Supplier shall provide the City with any information relating to tag-notices shall be provided to the City through a direct web interface to the City's data warehouse, which will be maintained by the City. The data provided to the City through its data warehouse shall not include any private data and the Supplier shall follow the City's guidelines regarding data management.

(g) The City may at any time request the Supplier to produce for inspection any records and reports relating to the provision of the Services. The City may photocopy such records and reports as it deems appropriate.

(h) Save and except for reporting related to Missed Collections (for which the reporting process is described in 13.2), the City shall communicate any instances of Non-Performance within twenty-four (24) hours of assessment by the City of such Non-Performance by the Supplier.

16.2 Incident Reporting

(a) The Supplier shall accurately document and immediately report all incidents involving Persons and/or private property to the Inspector and provide copies of all claims and reported damages to the Inspector in written form for each occurrence.

(b) In the event of a motor vehicle collision, the Supplier shall immediately report the incident to the City police.

ARTICLE 17 INSURANCE

17.1 Insurance Requirements

(a) During the term of its Agreement, the Supplier shall maintain:

(i) comprehensive general liability insurance in the amount of \$5,000,000 dollars per occurrence for bodily injury, death and property damage, including loss of use thereof, arising for any one accident or occurrence. The form of insurance shall include but is not limited to the following:

- (A) cross-liability or severability of interest clause;
- (B) blanket contractual coverage;
- (C) owner's protective liability coverage; and
- (D) completed operations coverage.

(ii) maintain automobile accident liability in the amount of no less than \$2,000,000.00 dollars per occurrence. The form of insurance shall include, but is not limited to the following:

- (A) Supplier owned vehicles;
- (B) non-owned vehicles and;
- (C) non-owned automobile liability extension; and
- (D) operation of attached machinery.

(iii) equipment insurance covering all Equipment (including Collection Vehicles) used for the performance of the Services.

- (iv) environmental impairment liability insurance to cover all operations of the Supplier, including but not limited to bodily injury, death and property damage arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spills, discharges, emissions, dispersal, leakage, migration, release or escape of pollutants subject to a single pollution incident limit of not less than \$1,000,000.
- (b) Insurance obtained and provided under this Agreement shall:
- (i) be written by an insurer licensed to underwrite insurance in the Province of Saskatchewan, and holding an A.M. Best rating of A- or better;
 - (ii) contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies;
 - (iii) contain an endorsement by the insurer that states that in the event that the policies and coverage thereunder are amended or cancelled, that the insurer will provide all named insureds with written notice prior to such amendment or cancellation taking affect; and
 - (iv) shall name the City as an additional insured on all policies of insurance with respect to the Supplier's activities as they relate to this Agreement.
- (c) The Supplier is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement and shall provide the City with proof of the insurance required pursuant to this Agreement annually in a form satisfactory to the City's Risk Manager.
- (d) Failure to maintain insurance as required by this section 17.1 may result in placement by the City of the required insurance at the expense of the Supplier.

ARTICLE 18 INDEMNITY AND LIMITATION OF LIABILITY

18.1 Supplier's Indemnity

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

- (i) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which may arise out of or in consequence of the performance or non performance by the Supplier (including the Supplier Personnel) of the Services or its obligations under this Agreement, or the presence

of the Supplier (including the Supplier Personnel) in any premises or property belonging to the City; and

- (ii) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which are related to or are caused by the negligence or wilful misconduct of the Supplier and which, for certainty, shall include all actions, claims, demands, costs, charges, losses and expenses related to bodily injury, death and loss or damage to property.

18.2 City's Indemnity

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

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

18.3 Survival

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

18.4 Limitation of Liability

(a) Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether in contract, tort, strict liability, indemnity, contribution or any other cause of action for or in relation to:

- (i) business interruption, loss of actual or anticipated revenue, income or profits or any other form of economic loss;
- (ii) exemplary or punitive damages; or
- (iii) any other loss, liability or damage that can be considered consequential.

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

ARTICLE 19 REMEDIES

19.1 Remedies Not Exclusive

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

19.2 No Waiver

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

19.3 Remedies and Expenditures Incurred

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

ARTICLE 20 CONFIDENTIALITY AND PRIVACY

20.1 Protection of Confidential Information

- (a) The parties will keep strictly confidential the terms of this Agreement and all personal or confidential business information supplied to it or its representatives or advisors under this Agreement (the "**Confidential Information**") and ensure that its individual partners, employees, contractors, and agents only have access to the Confidential Information or other information as is strictly necessary for the performance of their particular role in performing the party's covenants under this Agreement.
- (b) The parties each agree that all Confidential Information shall at all times remain the property of the party that created it and that this Article 20 shall not apply to any information that a party is obligated to produce as a result of a court order or other legal requirement, provided that the party provides the other party with prior notice thereof and a reasonable opportunity to seek a protective order or other appropriate remedy.

20.2 Exception

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

information which:

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

20.3 City Limitation

The Supplier acknowledges and agrees that the City is subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that the City's obligations under this Article 19 of this Agreement are limited by its public disclosure obligations under such legislation.

20.4 Supplier Compliance with PIPEDA

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

ARTICLE 21 TERMINATION

21.1 Termination for Cause

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

- (i) the Supplier breaches this Agreement and fails to remedy or take reasonable steps to remedy such breach within thirty (30) calendar days from the date of a written notice of the breach being given to the Supplier by the City;
- (ii) the Supplier becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the *Bankruptcy and Insolvency Act* (R.S., 1985, c. B-3);

- (iii) the Supplier having a winding-up order made or a resolution for voluntary winding-up passed;
- (iv) the Supplier having a provisional liquidator, or receiver or manager of its business or undertaking duly appointed;
- (v) the Supplier being in circumstances which entitle a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which would entitle the court to make a winding-up order;
- (vi) the Supplier persistently violates its health and safety obligations under Article 10 of this Agreement;
- (vii) the Supplier commits any Prohibited Act;
- (viii) the Supplier undergoes a change of Control;
- (ix) the Supplier is unable to complete or has discontinued the Services; or
- (x) the Supplier fails to maintain performance security in accordance with Section 23.1 of this Agreement.

21.2 Consequences upon Termination

Upon termination of this Agreement:

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

ARTICLE 22 NON-PERFORMANCE

22.1 Liquidated Damages

(a) If the Supplier fails to perform the Services in accordance with its obligations and the standards specified in this Agreement, the City shall assess liquidated damage for every instance of Non-Performance in accordance with the table attached as Schedule C (“**Liquidated Damages**”).

(b) The Supplier acknowledges and agrees that, since it would be difficult to precisely ascertain or calculate the losses to the City in the event of the Supplier’s Non-Performance of its obligations under this Agreement, the parties agree that the Liquidated Damages shall constitute a genuine pre-estimate of the damages that the City will suffer as a result of the Supplier’s non-performance.

22.2 Grace Period

In order to allow the Supplier to become familiar with the Services, the City agrees that it shall not assess any Liquidated Damages against the Supplier for the first sixty (60) days following the commencement of the Services to be provided under this Agreement.

22.3 Payment of Liquidated Damages

Where the City assesses Liquidated Damages against the Supplier in accordance with section 22.1(a), the City shall be authorized to deduct the amount(s) of such Liquidated Damages assessed in any single month against the Service Fee invoice received from the Supplier for that same month. Where Liquidated Damages are assessed for a month for which the Service Fee has already been paid, the City shall be entitled to deduct such Liquidated Damages against the following month’s invoice and/or to recover such Liquidated Damages by way of a claim against any performance security maintained by the Supplier or as provided in Section 22 of this Agreement. Where the City has deducted any amounts relating to Liquidated Damages against a Service Fee Invoice provided by the Supplier to the City, the City shall, upon payment of such Service Fee Invoice, provide a detailed accounting of the deduction and instances of Non-Performance giving rise to the Liquidated Damages.

22.4 Remedies for Non-Performance

(a) In addition to assessing Liquidated Damages upon an event of Non-Performance by the Supplier, the City shall be authorized, acting reasonably:

- (i) to require the Supplier to repeat the Services not performed in accordance with the Agreement at no cost to the City; or

- (ii) to withhold payment and make arrangements for the City to provide and perform the Services not performed using its own forces or those of another contractor and deduct any extra costs incurred by the City from any payment due to the Supplier.
- (b) The Supplier acknowledges that where Liquidated Damages exceed \$50,000 in the twelve (12) months following the commencement date of the Services or any subsequent twelve (12) month period, the City shall be entitled to terminate this Agreement for cause. As of the beginning of each fresh twelve (12) month period, any Liquidated Damages will be assessed as though the Supplier had no prior incidents or events for which the City is entitled to assess and deduct Liquidated Damages.
- (c) For further certainty, the rights and remedies referred to in this section 22.4 shall be considered without prejudice to any other right or remedy that the City may have under this Agreement or in law and shall not relieve the Supplier of any obligations under the Agreement in respect of the Services.

ARTICLE 23 PERFORMANCE SECURITY

23.1 Supplier to Maintain Performance Security

To secure performance by the Supplier of all of its obligations under this Agreement, the Supplier shall deliver, as a condition precedent of this Agreement, one of the following to be effective on or before the Effective Date:

- (a) a three year renewable performance bond in the form required by the City in the amount of \$2,000,000.00. If the Supplier has proposed another form of performance bond which has been approved by the City, the Supplier may fulfil its performance security obligation by delivering such alternative bond form provided always that it is in the amount of \$2,000,000.00, for a three (3) year initial term and must be renewed and maintained annually by the Contractor for the duration of the term of the Agreement. Where required by the surety issuing the bond, the Supplier will renew the bond from time to time so it remains in effect until six (6) months after the expiry or termination of this Agreement; or
- (b) an irrevocable letter of credit in the amount of \$2,000,000.00 (“**Letter of Credit**”). The Letter of Credit shall be renewed from time to time by the Supplier so as to remain in effect until six (6) months after the expiry or termination of this Agreement. Any Letter of Credit provided as Performance Security shall incorporate the following conditions:
 - (i) it must be issued by a Canadian Chartered Bank listed in Schedule 1, 2 or 3 of the Bank Act (Canada) and the place of cashing must be named and be within the City of Regina;

- (ii) the letter of credit must indicate that it is issued subject to the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 (UPC 600);
 - (iii) it must be irrevocable;
 - (iv) it must be unconditional;
 - (v) the documents required for cashing must be indicated precisely; and
 - (vi) it must be payable to “The City of Regina” as the beneficiary and may require payment upon demand.
- (c) a certified cheque in the amount of \$2,000,000.00, such cheque to be renewed from time to time by the Supplier so as to remain in effect until six (6) months after the expiry or termination of the Agreement.

23.2 Realization of Performance Security

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

23.3 Replacement of Performance Security

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

ARTICLE 24 INTELLECTUAL PROPERTY RIGHTS

24.1 Ownership of Intellectual Property Rights

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

24.2 Use of Intellectual Property Rights

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

24.3 Vesting of Intellectual Property Rights

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

24.4 Intellectual Property Indemnity

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

ARTICLE 25 DISPUTE RESOLUTION

25.1 Dispute Resolution Process

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

- (a) No arbitration proceeding shall be commenced after expiry of the time specified for commencement of actions or proceedings under the applicable statute of limitations;
- (b) The arbitration shall be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) (the "**Arbitration Act**"). If there is a conflict between the provisions of this Agreement and the provisions of the Arbitration Act, the provisions of this Agreement shall prevail;
- (c) Unless the parties otherwise agree in writing, the place of arbitration shall be Regina, Saskatchewan, and the arbitration proceedings shall be conducted in the English language;

(d) The arbitration shall be the sole and exclusive forum for resolution of the Dispute and the award shall be final and binding. The parties agree that the award may be enforced in any jurisdiction in which either party does business or its assets are located;

(e) Unless the parties agree otherwise, there shall be a panel of three (3) arbitrators: one arbitrator appointed by each party and the third arbitrator (to be the panel Chair) appointed by the two arbitrators appointed by the parties. In the event either party fails to appoint an arbitrator or the two arbitrators appointed by the parties cannot agree on a third arbitrator to be panel Chair, the missing arbitrator(s) shall be appointed in accordance with the Arbitration Act;

(f) Except to the extent necessary to enforce this Agreement or as required by law, the parties, their respective employees, officers, directors, counsel, consultants, and expert witnesses shall keep confidential the fact of the arbitration proceeding, the arbitral award, all contemporaneous or historical documents exchanged or produced during the arbitration proceeding, and all memoranda, briefs and other documents prepared for the arbitration; and

(g) Costs of the arbitration shall be paid to the winning party unless otherwise ordered by the arbitration panel.

ARTICLE 26 TRANSITION OF SERVICES

26.1 Transition Assistance and Cooperation

(a) Upon termination or expiration of this Agreement, the Supplier shall cooperate with the City to assist with the orderly transfer of the Service functions and operations provided by the Supplier hereunder to another Supplier or to the City, as determined by the City in its sole discretion.

(b) The City may require the Supplier to perform and if so required, the Supplier shall perform certain transition services necessary to shift the support work of the Supplier to another supplier or to the City itself as follows (collectively, the “**Transition Services**”)

(i) working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of Services:

- (A) notifying all affected contractors and sub contractors of the Supplier;
- (B) performing the transition service plan activities;
- (C) answering questions regarding the Services on an as-needed basis; and

(ii) providing such other reasonable services needed to effectuate an orderly transition to a new Supplier, as may be required by the City.

ARTICLE 27
MISCELLANEOUS

27.1 No Partnership or Joint Venture

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

27.2 Further Assurances

Each party upon the request of the other, whether at or after the Term, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

27.3 Notices

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

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

Attention: Deputy City Manager of City Operations
Queen Elizabeth II Court
14th Floor - 2476 Victoria Avenue
PO Box 1790
Regina, SK S4P 3C8
Fax: (306)777-6806

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

Attention^{28(1) Personal}
620 McLeod Street
Regina, SK S4N 4Y1
Fax: (306) 721-2543

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by telex, telecopier or similar telecommunications device on the Business Day next following sending of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a Business Day than it shall be deemed to have been delivered and

received on the Business Day next following such delivery. Either party may change its address for service by notice delivered as aforesaid.

27.4 Entire Agreement

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

27.5 Time of Essence

Time shall be of the essence of this Agreement.

27.6 Subcontracting

(a) The Supplier may only sub-contract the performance of this Agreement or any part thereof with the prior written consent of the City, and shall cease to so sub-contract if the City withdraws its consent. The City reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this section 27.6(a), including but not limited to payment to the City of such reasonable administrative and legal costs as may be incurred by the City or the posting of such additional security as the City, acting reasonably, may consider appropriate.

(b) Any consent provided by the City pursuant to this section 27.6 (if given) shall not relieve the Supplier from any liability or obligation under the Agreement and the Supplier shall be responsible for the acts, defaults or neglect of any sub-contractor or its agents or employees in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the City may require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the sub-contractor concerning the provision of the Services and compliance with the Agreement in all respects.

27.7 Restriction on Assignment

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

27.8 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the

period necessary as a result of the Force Majeure, provided that:

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

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

27.9 Survival

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

(b) Notwithstanding any termination or expiration of this Agreement, it is hereby agreed that Sections 7.4, 7.5, 10.5, 12.2 Articles 18, 19, 20, 23 and 24 of this Agreement shall continue in full force and effect and be enforceable by the City. For the avoidance of doubt, the rights of the City under this Section are in addition to any other rights or remedies that the City may have pursuant to the Performance Security.

27.10 Counterparts

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

THE CITY OF REGINA

LORAAS DISPOSAL SERVICES LTD.

28(1)

Per: *J. Swidnicki*
Name: **Joni Swidnicki**
Title: **City Clerk**



Per: _____
Name: _____
Title: **GENERAL MANAGER**



Schedule A
to the Recycling Services Collection Agreement

Map of City of Regina with 10 km radius

[As attached]



**Schedule B
to the Recycling Services Collection Agreement**

Description of Services

1. Collection of Designated Materials in Accordance with Collection Schedule and Collection Routes

(a) The Supplier shall collect all Collected Materials from each Designated Residence on a bi-weekly basis and in accordance with the Collection Schedule and Collection Routes described in the Supplier's response to the RFP and attached to this Schedule B as Appendix I.

(b) The Supplier acknowledges and agrees that the Collection Schedule and all Collection Routes shall ensure that:

(i) Collection Vehicles will be dropping off Collected Materials at the Designated Facility at variable times;

(ii) no more than three (3) Collection Vehicles will be at the Designated Facility at any given time; and

(iii) all Bags shall be delivered to the Designated Facility on the same Collection Day or in designated loads (as the Designated Facility requires that Bags are separately sorted for processing).

(c) The Supplier acknowledges that there will be considerable variation in the amount of Collected Materials that will be collected in a given Collection Area and Collection Route from week to week. The Supplier shall meet all variation in demand by using extra equipment, labour or overtime if required, in order to ensure that the Services are providing in accordance with the Collection Schedule and the Collection Routes.

2. Time of Collection

(a) The Services shall be completed during the five (5) day period between Monday and Friday (Monday, Tuesday, Wednesday, Thursday and Friday) and between the hours of 7:30 am and 3:30 pm. Weekend collection shall not be permitted without the prior written approval of the City.

(b) The City shall direct that all Designated Residences place all Carts and Bags out for collection prior to 7:30 am on the respective Collection Day and all collections must be completed within the hours specified in section 2(a) herein unless otherwise directed in writing by the City.

3. Changes to Collection Schedule or Times

(a) The Supplier shall be responsible for notifying each Designated Residence of their Collection Day prior to the commencement of the Services and shall be required to notify the City and any Designated Residences impacted should any Collection Days be modified in accordance with subsection (c) or (d) herein. All such notices provided by the Supplier to Designated Residences relating to Collection Days must be approved, in writing, by the City prior to being provided to any Designated Residence.

(b) In the event that the Supplier wishes to modify the Collection Routes or Collection Schedule, the Supplier shall provide the City with written notice twenty-four (24) hours written notice of any modifications to the Collection Route and Collection Schedule prior to the Supplier implementing such modifications. For any modifications to the Collection Route or Collection Schedule that affect the Collection Day for any Designated Residence, the Supplier must obtain the prior written approval of the City prior to implementing such modifications.

(c) In the event that the City modifies its garbage collection schedule or routes, the Supplier shall alter the Collection Routes and Collection Schedule such that the Services continue to comply with sections 1 and 2 herein. Prior to modifying its garbage collection schedule or routes, the City shall provide the Supplier with twenty-eight (28) days prior written notice of such modifications. Following receipt of the notification from the City, the Supplier shall provide to the City written notification detailing the applicable modifications to the Collection Schedule, Collection Route and any Collection Days within seven (7) days of such receiving such notice from the City.

(d) In the event that the City (i) approves any modifications to the Collection Route or Collection Schedule proposed by the Supplier in accordance with subsection (b) or (ii) requires modifications to the Collection Route or Collection Schedule due to changes in the City's garbage collection schedule in accordance with subsection (c), then the Supplier shall be required to advise those Designated Residences affected by direct communication (leaflet drops and advertisements in the print media) a minimum of two (2) weeks in advance of the modification being implemented. All such notices provided by the Supplier to Designated Residences relating to Collection Days must be approved, in writing, by the City prior to being provided to any Designated Residence.

4. Additional Designated Residences and Collection Routes

(a) The Supplier acknowledges that the City may expand the number of Designated Residences requiring the Service from time to time and the Supplier agrees to provide the Service to such additional Designated Residences as may be directed by the City.

(b) Upon written notification from the City, the Supplier will extend the Services to include the collection of the Designated Materials from any new or additional homes or buildings and new subdivisions as directed by the City from time to time. The inclusion

of these new Designated Residences shall be completed in accordance with Section 5.3 of the Agreement.

5. Holiday Scheduling

(a) Should a regularly scheduled Collection Day fall on a statutory holiday, the Supplier shall not alter the Collection Day or the Services and will be responsible for providing the Services, in accordance with the established Collection Route(s) and Collection Schedule.

(b) The exception to subsection (a) herein shall be Christmas Day. In the event that a regularly scheduled Collection Day falls on Christmas Day, the Supplier shall provide the Services scheduled for Christmas Day on the next following Saturday following Christmas Day.

6. Location and Placement of Carts and Bags

(a) The Supplier acknowledges and agrees that both Carts and Bags shall be used by Designated Residences for the Co-mingled Recycling Collection Program and that Carts or Bags may be located at curbside or in a back alley.

(b) Where Bags are used by Designated Residences, the Supplier acknowledges and agrees that those Designated Residences using Bags will require manual Services and agrees to provide such manual Services.

(c) The Supplier shall collect all Collected Materials from enclosures, private roads, public laneways and all other locations prescribed by the City. The Supplier agrees that it is responsible for becoming familiar with all private property locations and the Supplier shall ensure that a Collection Vehicle of appropriate size and dimension is used to provide the Services.

(d) The Supplier acknowledges that the City may alter the location of Carts or Bags at Designated Residences, add additional locations or delete locations from time to time. In the event that the City alters, adds or deletes the location at which a Cart or Bag will be placed for collection, the City shall be responsible for notifying the Supplier and each affected Designated Residence of such change a minimum of one (1) week in advance of the next respective Collection Day.

(e) Except in situations where the Agreement provides otherwise, the Supplier must make all reasonable efforts, in the opinion of the City, to collect all Carts and Bags put out for collection.

7. Cart and Bag Handling

(a) The Supplier shall provide the Services in such a fashion and manner that all Designated Residences and Collection Areas will be left in a clean and orderly condition

when the Services are completed.

(b) After the Collected Materials have been collected, the Supplier shall return all Carts upright and in approximately the same position in which the Carts were located prior to collection, but in no case shall a Cart be replaced on the travelled portion of the Street, on the sidewalk in a manner that prohibits pedestrian traffic, or on a driveway in a manner that impedes vehicles from driving onto or exiting private property.

(c) The Supplier shall take all reasonable care not to damage the Carts and agrees that it shall be responsible for damage to Carts due to negligence in handling.

(d) Carts that are badly damaged by the Supplier or are thrown into the Collection Vehicles shall be replaced by the Supplier, at its cost and expense, two (2) business days prior to the next Collection Day.

8. Standard of Collection Performance

(a) The Supplier shall complete 100% of the Services each Collection Day and, when necessary, shall return and rectify any Missed Collections or other complaints or concerns in accordance with Article 13 of the Agreement.

(b) The Supplier shall operate all Collection Vehicles in such a manner as to prevent Collected Materials from being blown from or escaping from the Collection Vehicles.

(c) If at any time during the provision of the Services, Collected Materials are spilled onto a Street, sidewalk, or private property, the Supplier shall (i) clean up and place in the Collection Vehicle all such Collected Materials before the Collection Vehicle proceeds to the next stop on the Collection Route or (ii) promptly make all other arrangements as may be required for the immediate clean up of spilled Collected Materials. In the event of any spill, the Supplier shall at its expense restore the affected areas back to original condition. The Supplier shall comply with all applicable laws when reporting or cleaning up any spill.

(d) The Supplier shall not damage any property, public or private, including but not limited to any sidewalks, roadways, curbs, gutters, hydrants, boulevards, grass plots, sodding, trees, shrubs or any other structures or things in the vicinity of the Services or elsewhere, in the performance of the Services.

9. Contaminants and Tag Notices

(a) All Carts and Bags, including those containing Contaminants shall be collected by the Contractor.

(b) The City may conduct random inspections of Carts and Bags to look for Contaminants and will place an explanatory tag notice on each non-compliant Cart or Bag explaining the nature of the violation and that Contaminants are not permitted to be

placed in Carts or Bags. The City will undertake and provide all notifications to Designated Residences regarding Contaminants and shall be responsible for any related bylaw enforcement.

(c) The City may from time to time direct that the Supplier to not provide the Services to certain Designated Residences in the event that a Designated Residence continuously places Contaminants in Carts or Bags. In the event that the City directs the Supplier to not provide Services to a certain Designated Residence, the City shall provide the Supplier with prior written notice two (2) days prior to the Collection Day for the affected Designated Residence.

(d) The City may supply the Supplier with courtesy tags or stickers which advise Designated Residences of recycling set-out infractions. In the event that the Supplier Personnel discover any infractions while providing the Services, the Supplier Personnel shall tag all Carts and Bags that are deemed not eligible for Services in accordance with the City's tagging rules appended as Appendix II herein.

(e) The Supplier shall maintain a complete log, including names and addresses relating to all tag notices issued and shall make the log available for inspection by the City during normal office hours. In addition, the Supplier shall submit to the City, on a daily basis, a summary of all tag notices that are issued.

10. Conditions Affecting Routine Collection Performance

(a) The Supplier shall provide the Services in all weather conditions and through or around all obstructions. The Supplier shall only discontinue the Services with the written permission of the City and shall resume the Services as quickly as possible thereafter.

(b) The Supplier shall make reasonable efforts to not interrupt the Services or modify the Collection Schedules due to Street repairs or closures unless prior written approval of such modification to the Services or the Collection Schedule is given by the City.

(c) If the Supplier encounters road construction including, without limitation utilities or other contractors working on the traveled portion of a Collection Route and which prevent a Collection Vehicle from safely traveling along a Collection Route, the Supplier shall notify the City immediately of the location and nature of the obstruction and will return at least once more that day and no sooner than two (2) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services.

(d) If, notwithstanding the efforts made pursuant to subsection (c) herein, the Supplier is unable to provide the Services due to the construction, the Supplier shall immediately notify the City of the location, nature of obstruction and anticipated time to complete the Services. In the event that the obstruction is of a nature such that the Supplier is not able to provide the Services for an extended period of time, the City may (i) direct the Supplier to use an alternative pick-up location or semi-automated Service for the Designated Residences affected by the obstruction or (ii) temporarily suspend the Service

to the Designated Residences affected by the obstruction. The City shall contact each affected Designated Residence and inform them of the problem, the anticipated collection time and any modifications to the Services. The Supplier agrees that it shall provide the Services to each affected Designated Residence as quickly as possible following the removal of the obstruction.

(e) The Services shall be provided under all weather conditions and through all obstructions, with the exception of impassable roadway due to an act of God (such as a flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Services. However, even in such cases, Collection Areas or parts of Collection Areas that are able to be collected shall be serviced. The Supplier shall notify the City immediately of the location of the impassable road and return at least once more that day and no sooner than two (2) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services. Services may be temporarily postponed only with the permission of the City and should a temporary postponement of the Services be allowed, Services must be resumed at the earliest opportunity following the postponement, or as stipulated by the City.

(f) In the event of a strike or lock-out, the Supplier is responsible to maintain all Services, to whatever reasonable degree possible, and if necessary in co-operation with the City.

(e) The Supplier acknowledges that the City may be required to suspend the Services in the event that (i) the Designated Facility is unavailable to receive the Collected Materials or (ii) any other unforeseen circumstances arise. In the event that the City deems it necessary to suspend the Services, the City shall (i) provide the Supplier with twelve (12) hours advance notice of such suspension and (ii) contact each affected Designated Residence and inform them of the problem, the anticipated collection time and any modifications to the Services. The Supplier shall provide the Services to each affected Designated Residence as quickly as possible following receipt of the City's notice that such suspension is no longer required.

**Schedule B
to the Recycling Services Collection Agreement**

Description of Services – Appendix I

[Collection Schedule and Collection Routes as attached]



Regina Residential Recycling Collection Services

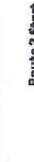
Explanations:

Truck Id's	Route Labels	Special Instructions
R (Regina)	Example = MON(1)30-A1	Sample Route Notes: -School Zone in area, No collection during 8-9, 1130-100 -123 Smith St. Bin located on side street -Deaf Child on 200 block of Smith St. use caution.
XX (Internal Unit #)	MON(X)XX-X = Collection Day (Monday)	
12 (Year)	XXX(1)XX-XX = Week One (1) Week Two (2)	
Example Unit 1 = R0112	XXX(X)30-XX = Body Size	
	XXX(X)XX-AX = Collection Area	
	XXX(X)XX-X1 = Collection Route	

Unit	Truck / Model	Year	Use	Body / Model	Year	Capacity
R0112	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0212	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0312	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0412	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0512	Peferbilt LCF 320	2011	Spare	Pendpac Alley-Gator	2011	30 Cubic Yards
R0612	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0712	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0812	International WorkStar	2013	Spare	Pendpac Alley-Gator	2013	23 Cubic Yards



Route 1 Start



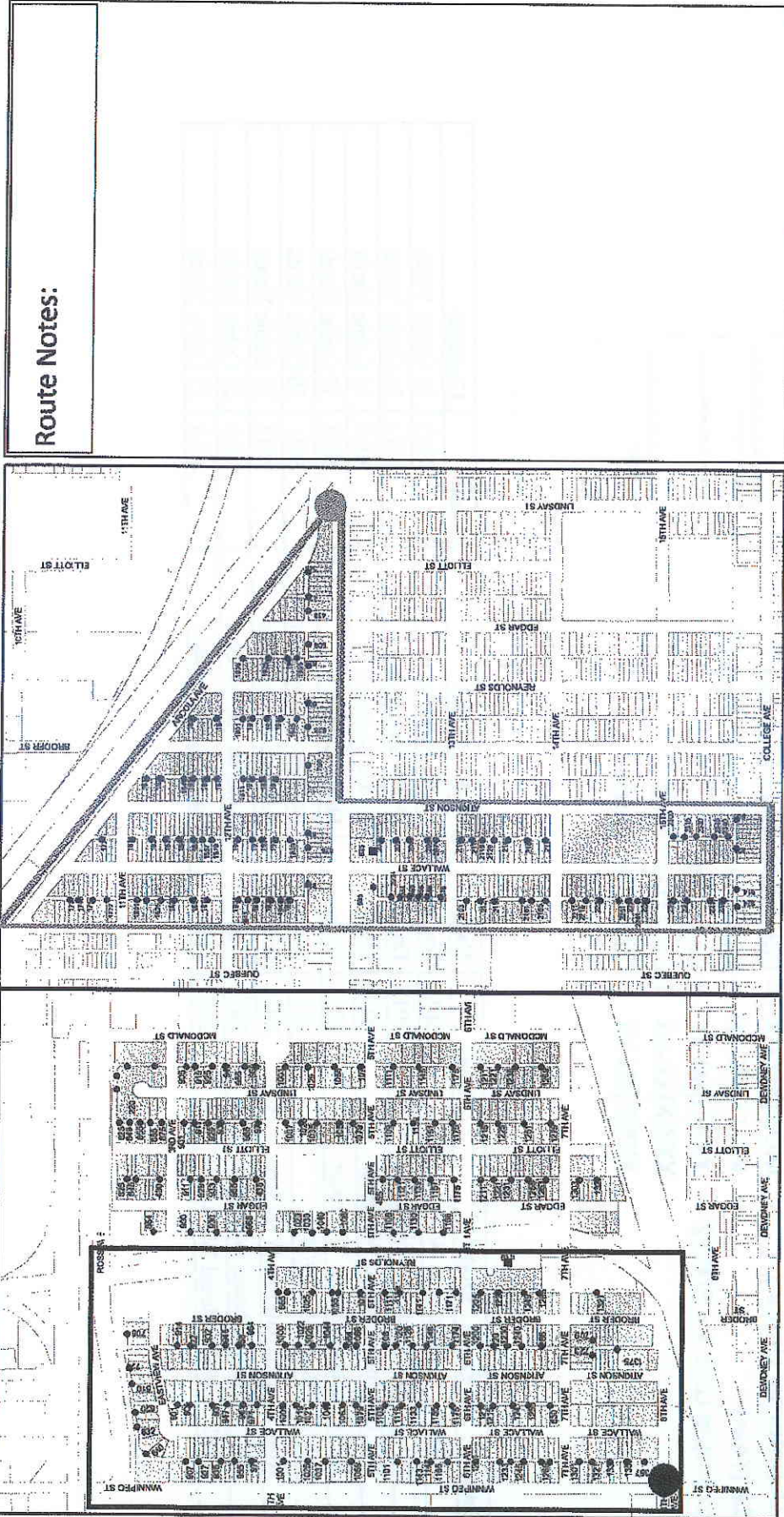
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1300

Monday Week One

MON(1)30-A1 MON(1)30-A2 MON(1)30-A3



Route 1 Start



Route 2 Start

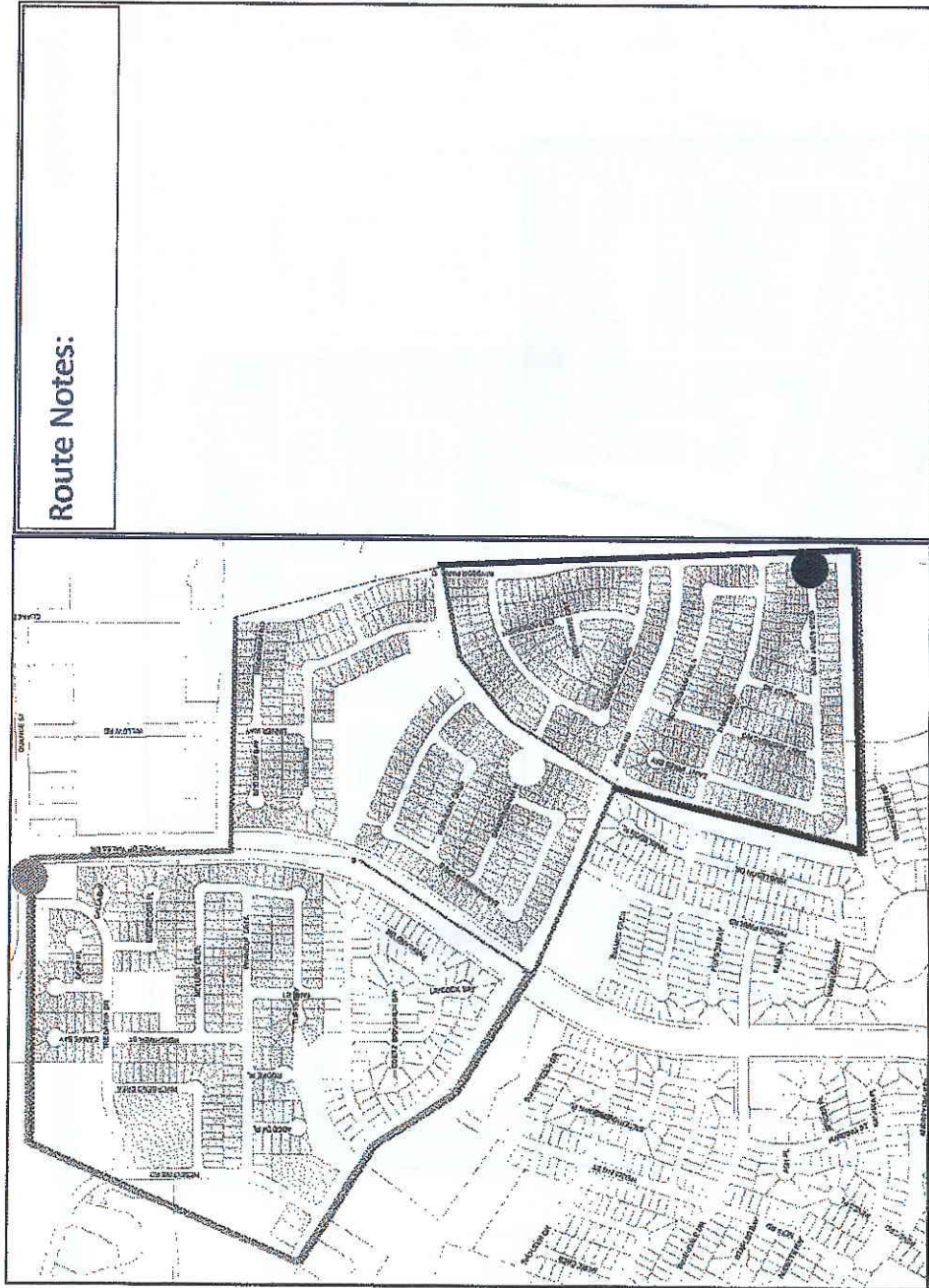


Route 3 Start

Version March 15, 2012



Regina Residential Recycling Collection Services



Approx. Cart Count 1100

Monday Week Two

MON(1)30-B1 MON(1)30-B2 MON(1)30-BA3



Route 1 Start



Route 2 Start

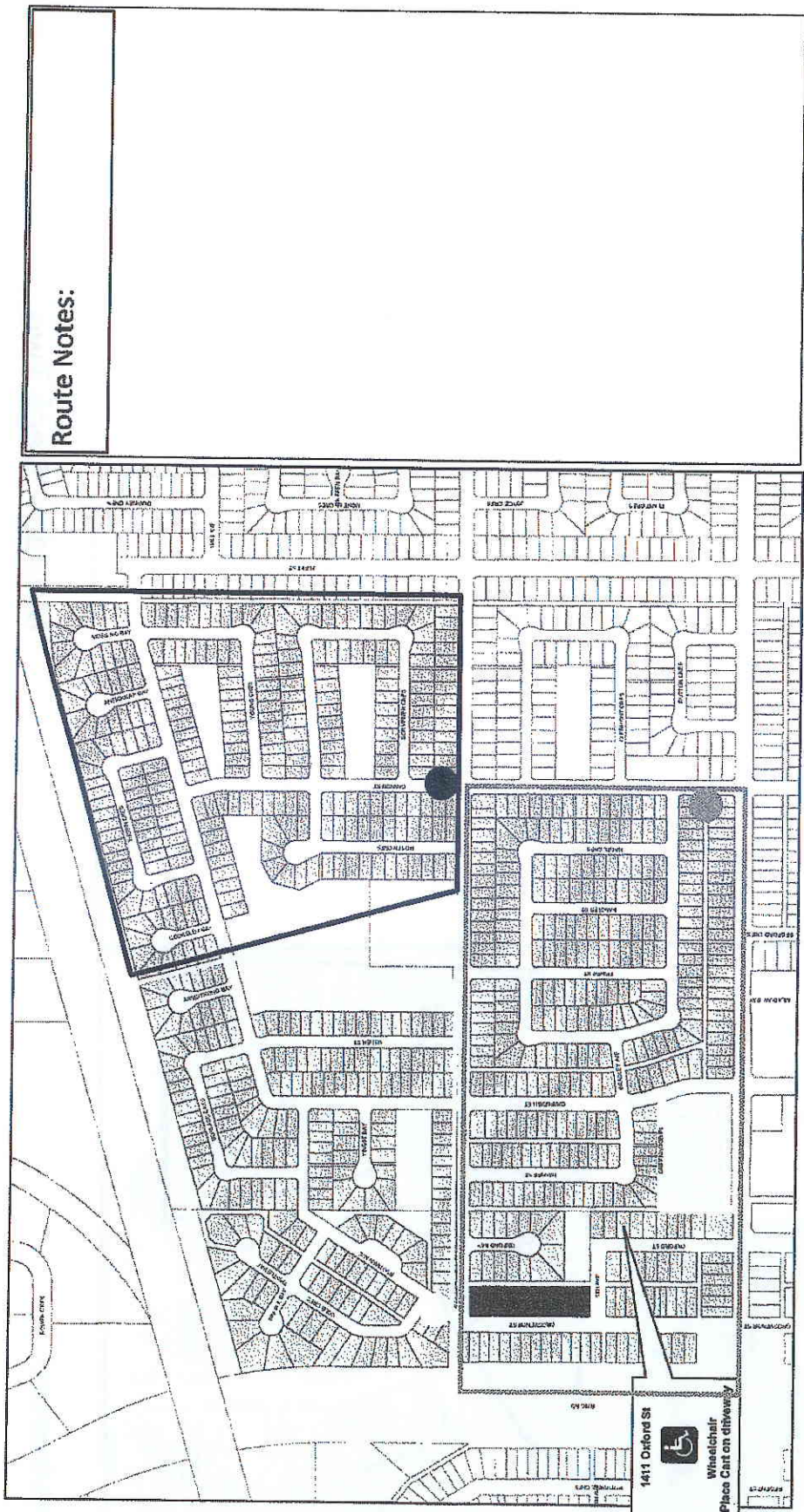


Route 3 Start

Version March 15, 2012



Regina Residential Recycling Collection Services



Approx. Cart Count 850

Monday Week One

MON(2)30-A1 MON(2)30-A2 MON(2)30-A3



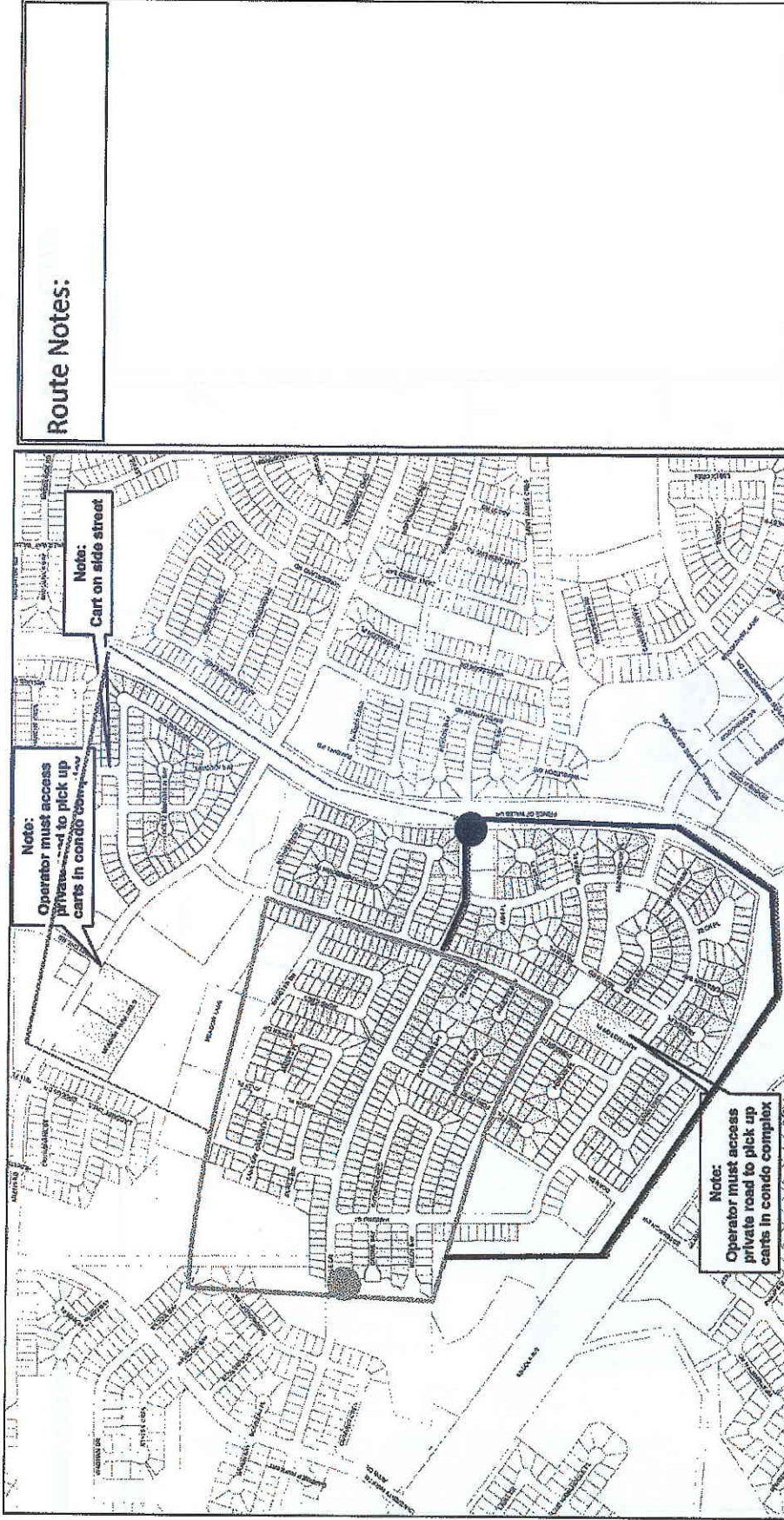
Version March 15, 2012

Legend for collection routes:

- Route 1 Start
- Route 2 Start
- Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Monday Week Two

MON(2)30-B1 MON(2)30-B2 MON(2)30-B3



Route 1 Start



Route 2 Start

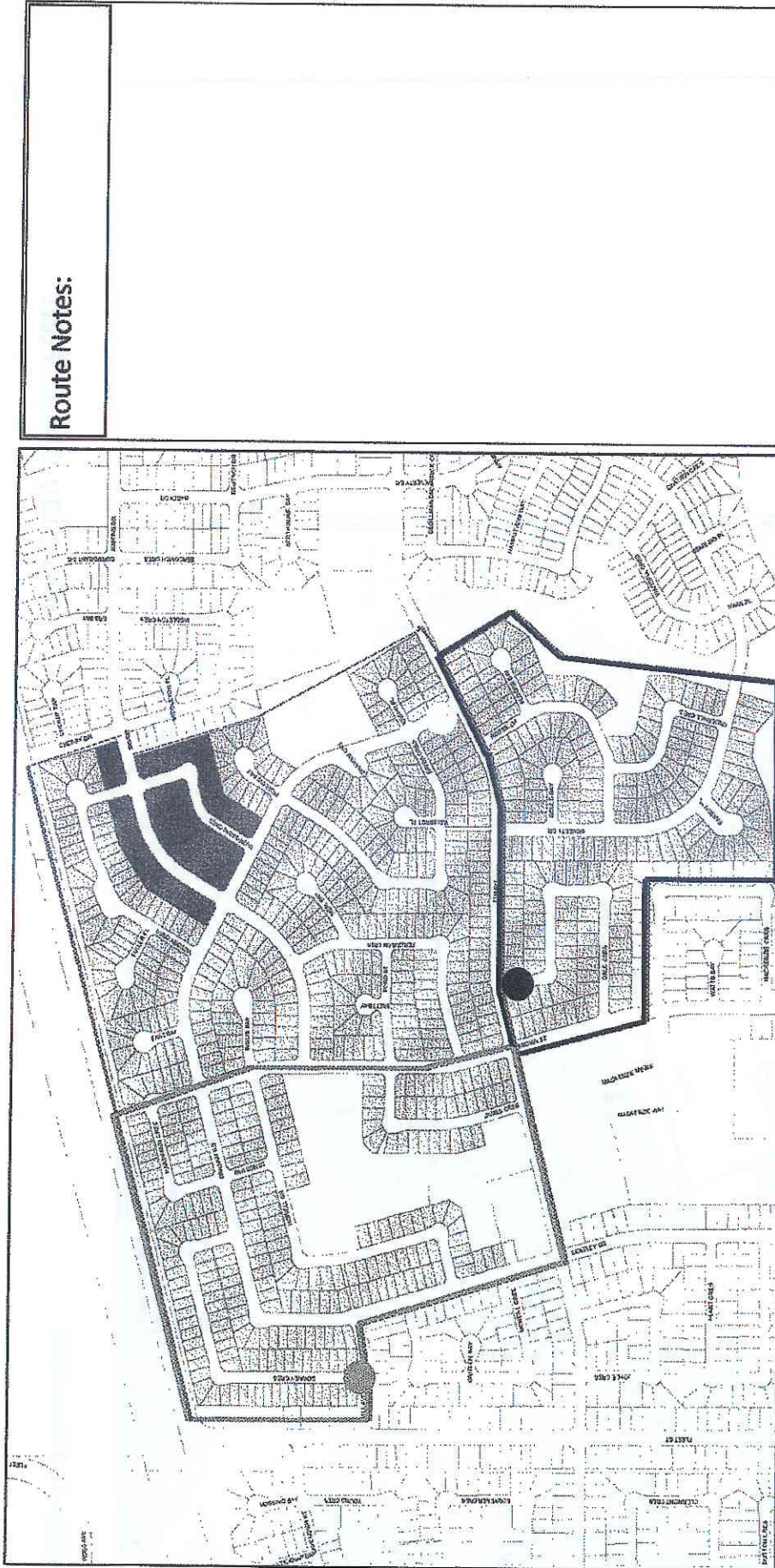


Route 3 Start

Version March 15, 2012



Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Monday Week One

MON(3)30-A1 MON(3)30-A2 MON(3)30-A3



Version March 15, 2012



Route 1 Start



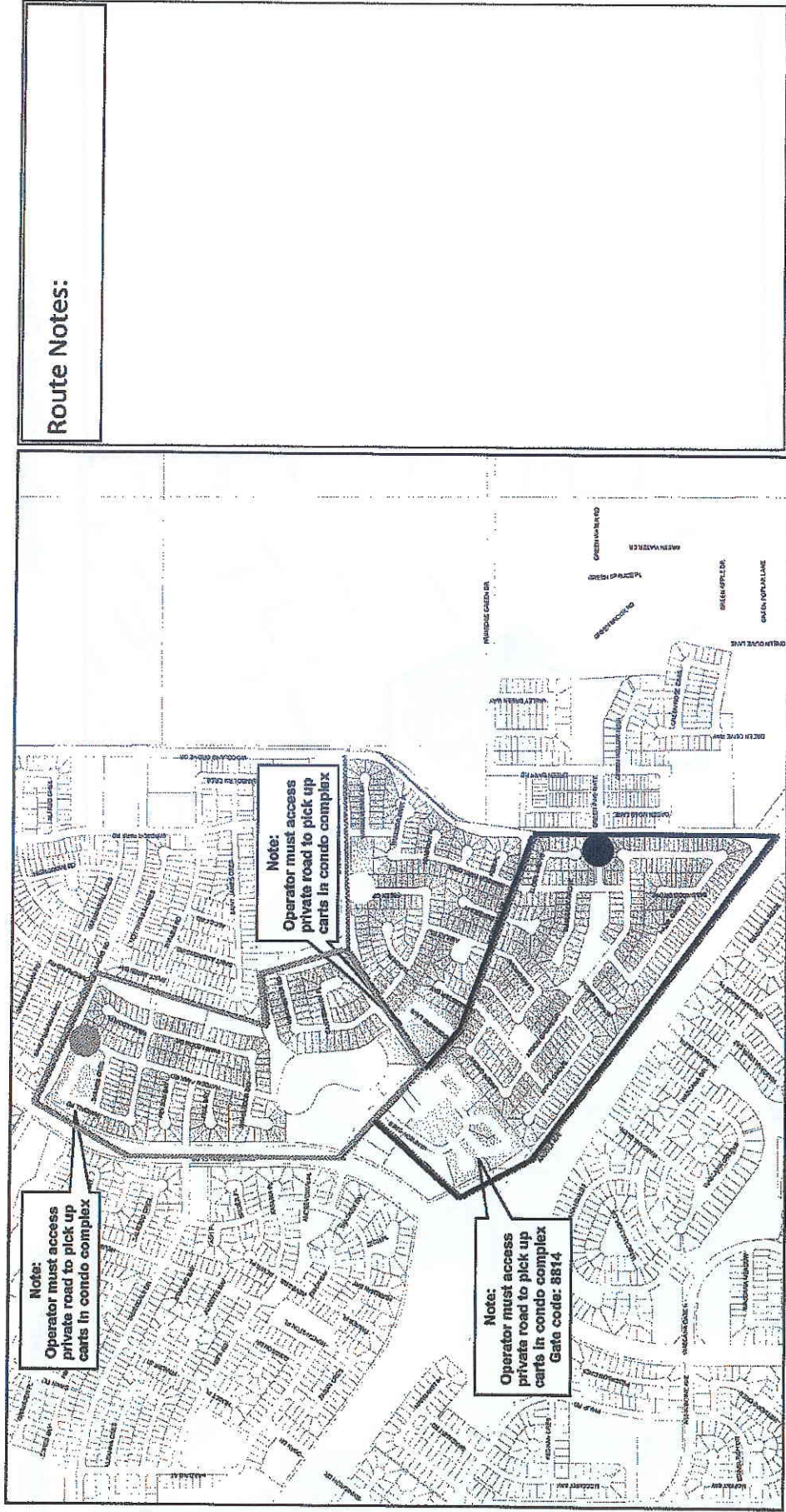
Route 2 Start



Route 9 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1000

Monday Week Two

MON(3)30-B1 MON(3)30-B2 MON(3)30-B3



Route 1 Start



Route 2 Start

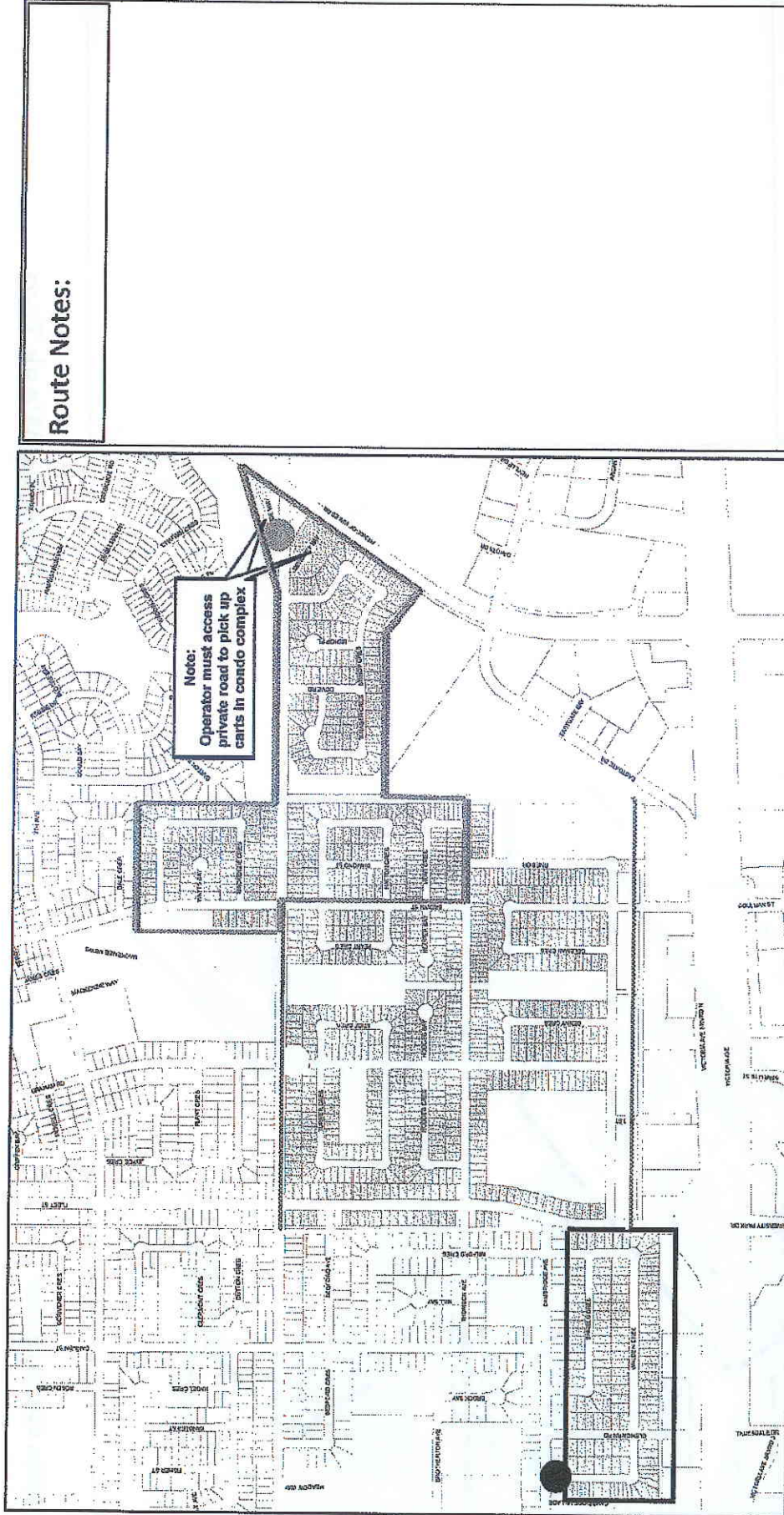


Route 3 Start

Version March 15, 2012



Regina Residential Recycling Collection Services



Approx. Cart Count 900

Monday Week One

MON(5)23-A1 MON(5)23-A2 MON(5)23-A3



Version March 15, 2012



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 800

Monday Week Two

MON(5)23-B1 MON(5)23-B2 MON(5)23-B3



Route 1 Start



Route 2 Start

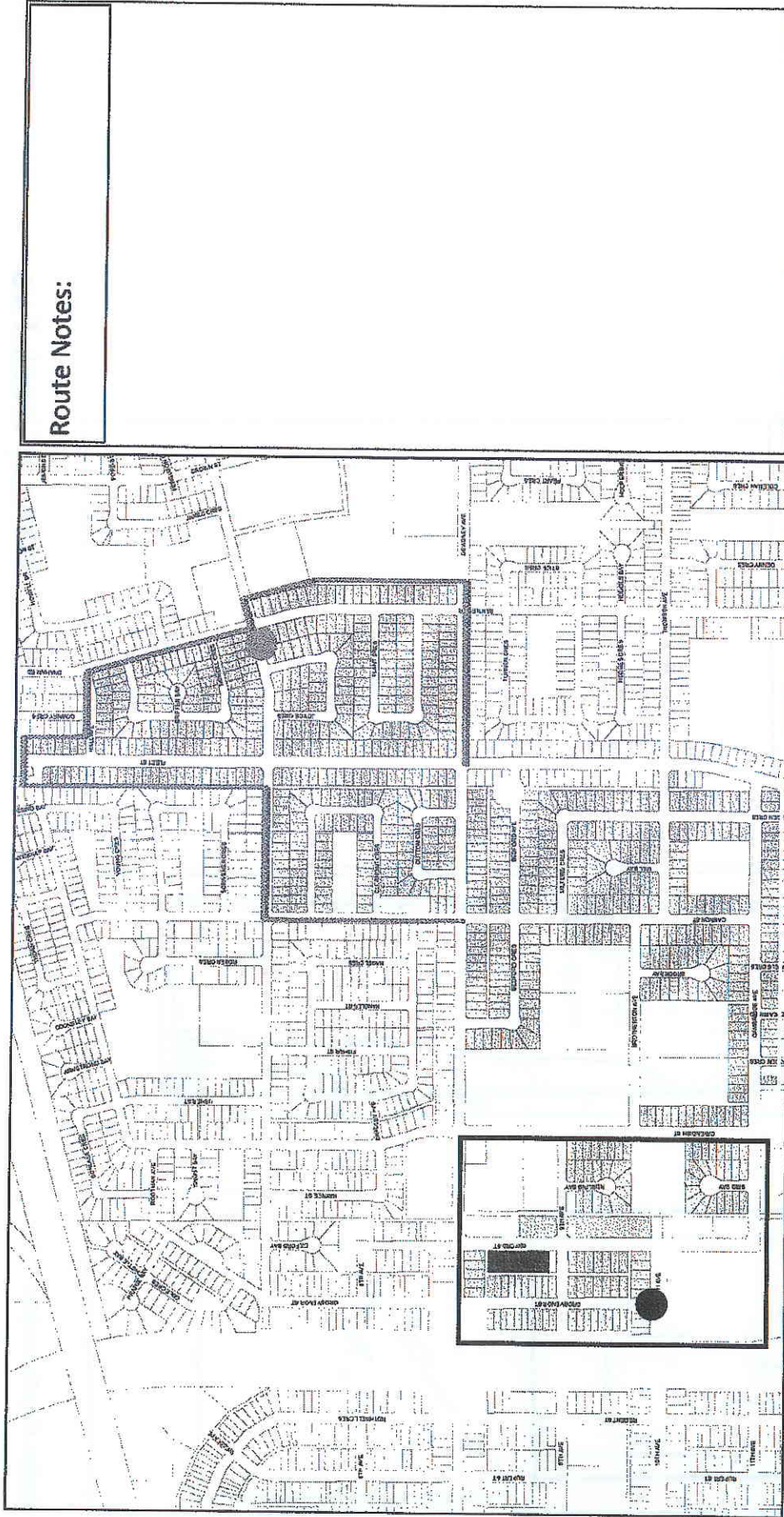


Route 3 Start

Version March 15, 2012



Regina Residential Recycling Collection Services



Approx. Cart Count 600

Monday Week One

MON(6)23-A1 MON(6)23-A2 MON(6)23-A3



Version March 15, 2012



Route 1 Start



Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 900

Monday Week Two

MON(6)23-B1 MON(6)23-B2 MON(6)23-B3



Route 2 Start



Route 3 Start



Version March 15, 2012



Regina Residential Recycling Collection Services

Explanations:

Truck Id's

R (Regina) Example = TUE(1)30-A1
 XX (Internal Unit #) TUE(X)XX-X = Collection Day (Tuesday)
 12 (Year) XXX(1)XX-XX = Week One (1) Week Two (2)
 Example Unit 1 = R0112 XXX(X)30-XX = Body Size
 XXX(X)XX-AX = Collection Area
 XXX(X)XX-X1 = Collection Route

Route Labels

Route Notes:
-School Zone in area, No collection during 8-9, 1130-1200
-123 Smith St. Bin located on side street
-Deaf Child on 200 block of Smith St. use caution.

Special Instructions

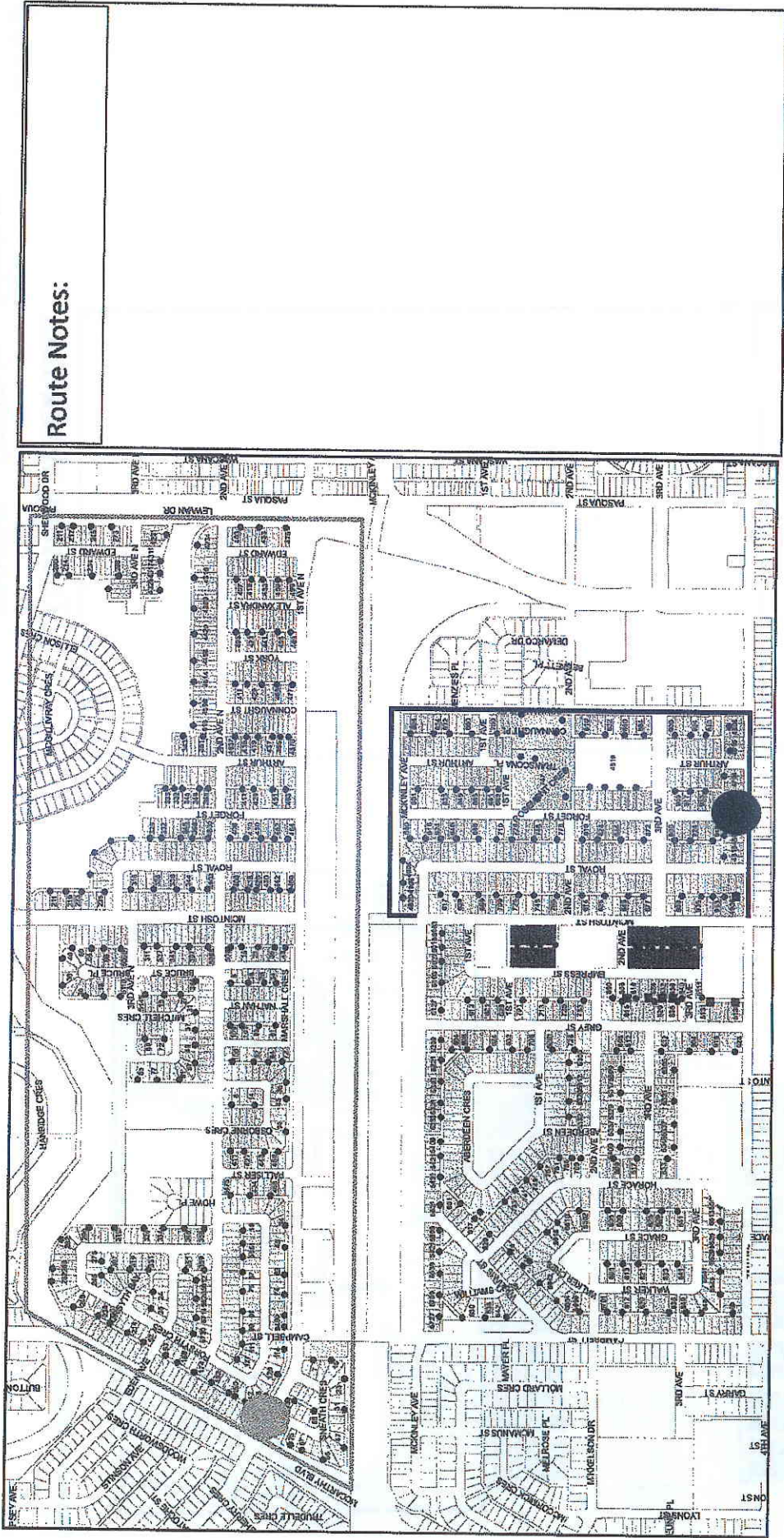
Sample

Unit	Truck / Model	Year	Use	Body / Model	Year	Capacity
R0112	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0212	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0312	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0412	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0512	Peterbilt LCF 320	2011	Spare	Pendpac Alley-Gator	2011	30 Cubic Yards
R0612	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0712	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0812	International WorkStar	2013	Spare	Pendpac Alley-Gator	2013	23 Cubic Yards





Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 900

Tuesday Week One

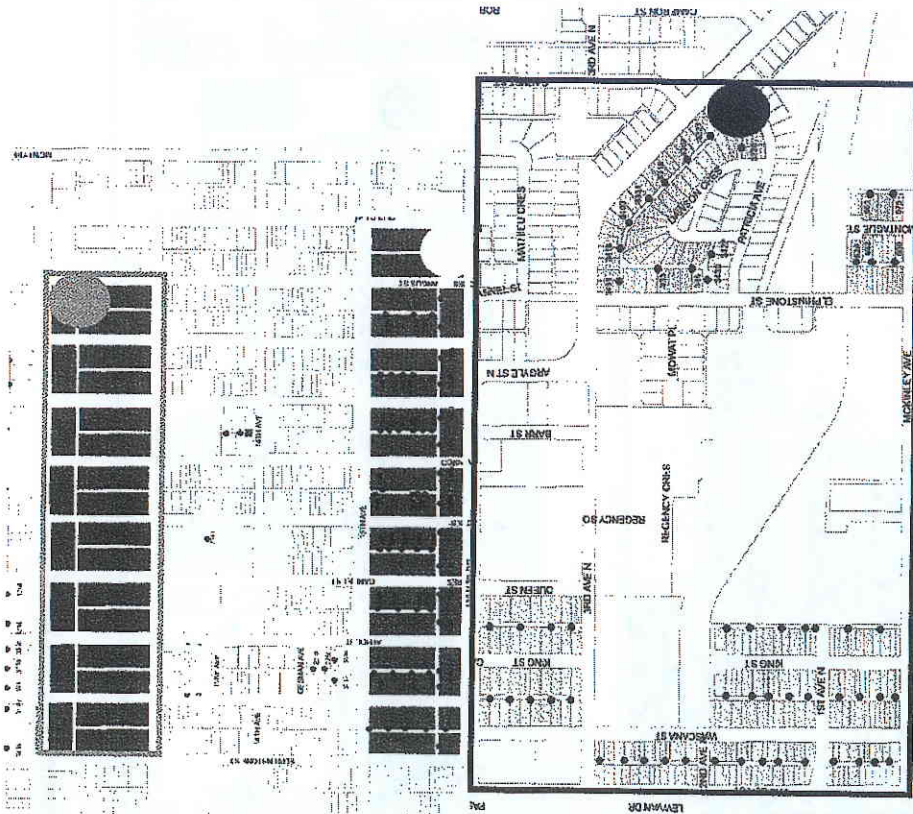
TUE(1)30-A1 TUE(1)30-A2 TUE(1)30-A3



Version March 15, 2012



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 900

Tuesday Week Two

TUE(1)30-B1 TUE(1)30-B2 TUE(1)30-B3

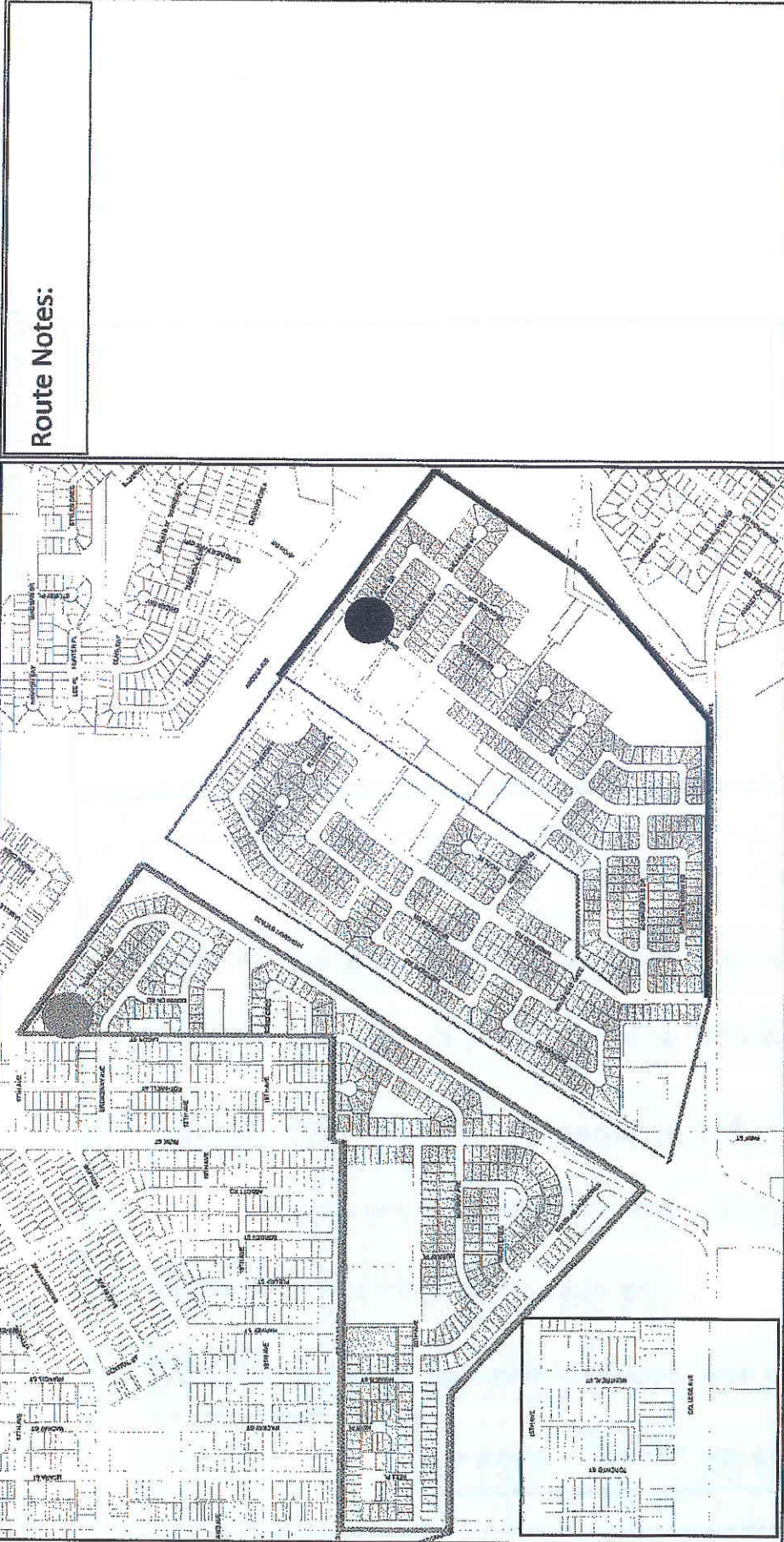


Version March 15, 2012





Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1000

Tuesday Week Two

TUE(2)30-B1 TUE(2)30-B2 TUE(2)30-B3



Version March 15, 2012



Route 1 Start



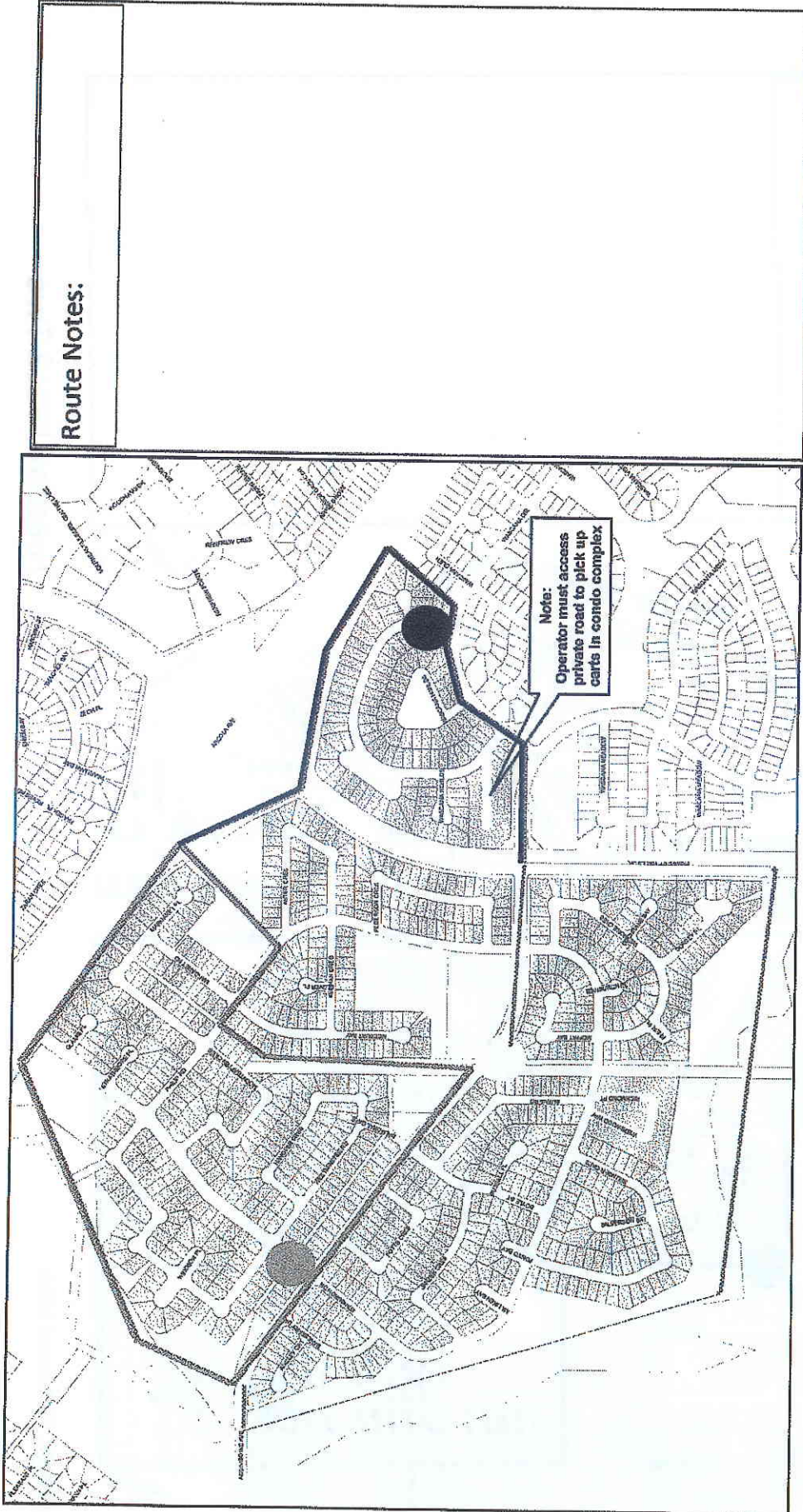
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Tuesday Week One

TUE(3)30-A1 TUE(3)30-A2 TUE(3)30-A3



Route 2 Start

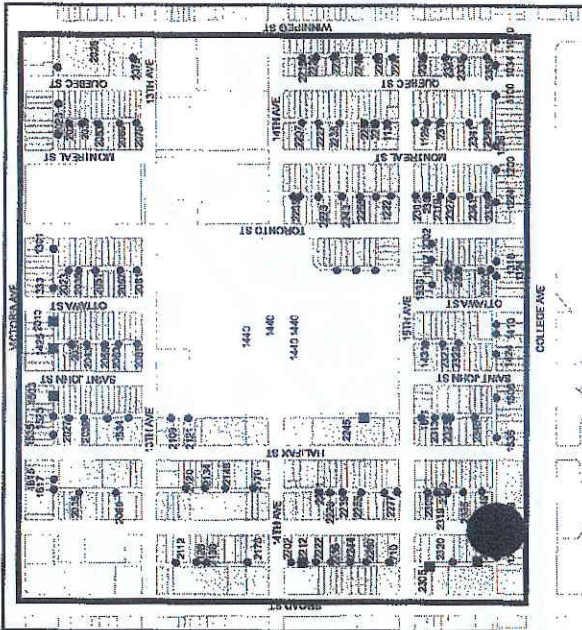
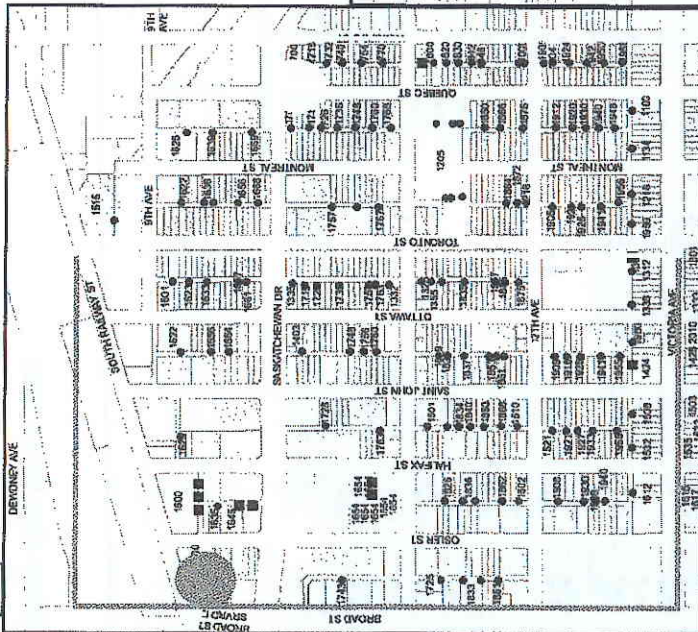


Version March 15, 2012





Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1200

Tuesday Week Two

TUE(4)30-B1 TUE(4)30-B2 TUE(4)30-B3



Route 1 Start



Route 2 Start



Route 3 Start

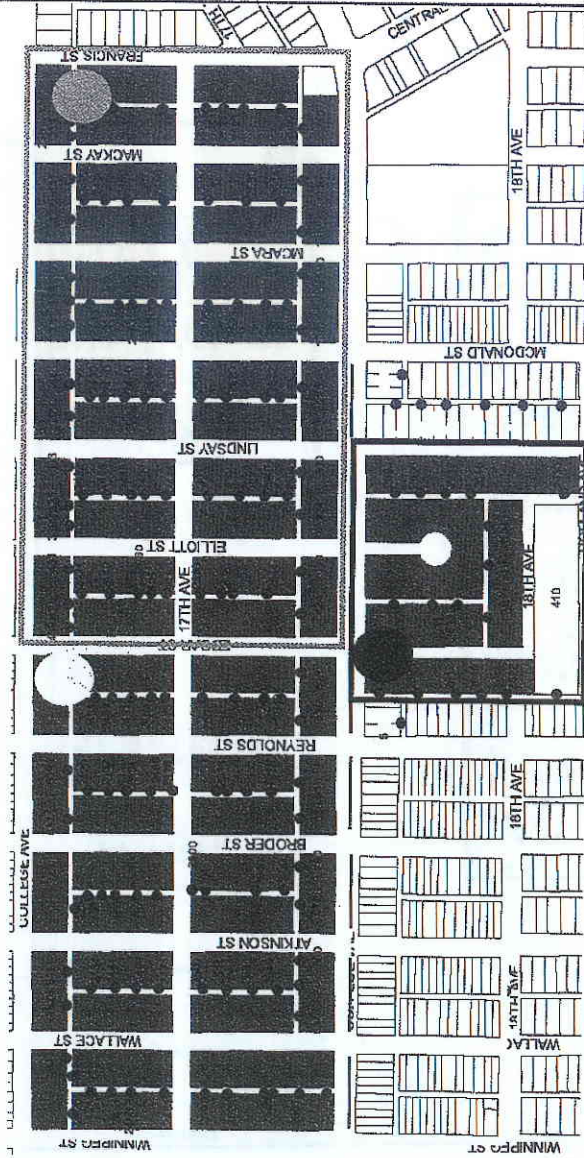
Version March 15, 2012



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 700

Tuesday Week Two

TUE(5)23-B1 TUE(5)23-B2 TUE(5)23-BA3



Version March 15, 2012



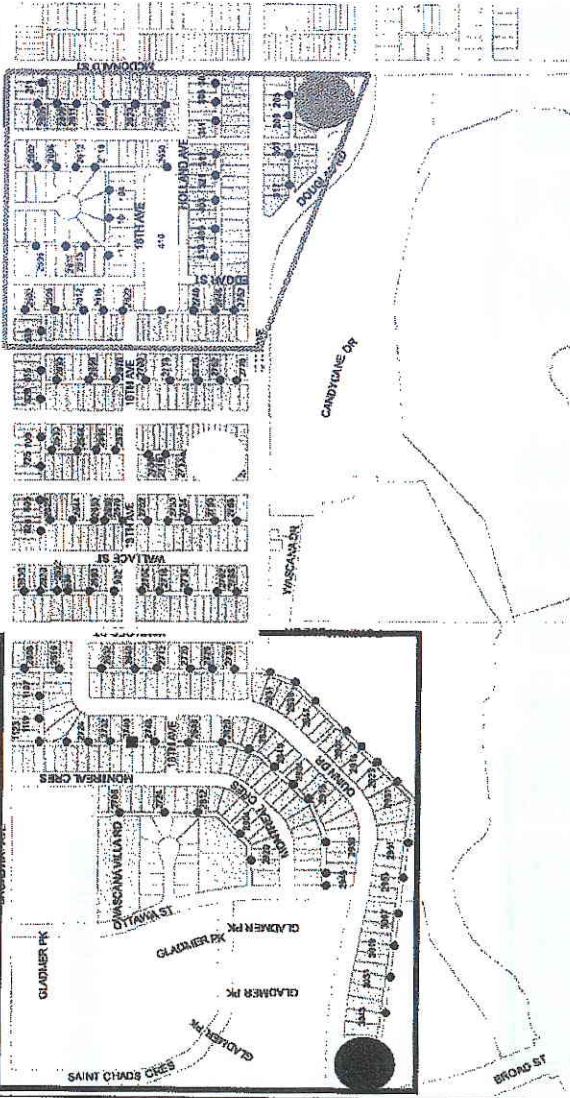
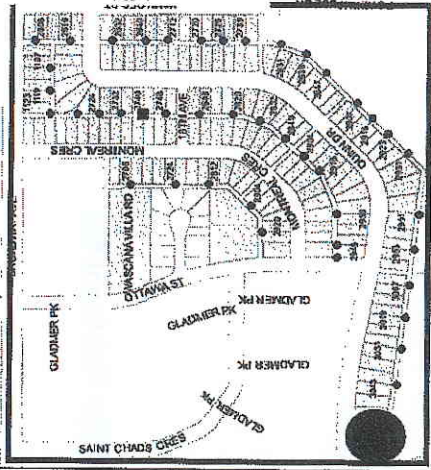
Route 2 Start



Route 8 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 700

Tuesday Week One

TUE(6)23-A1 TUE(6)23-A2 TUE(6)23-A3



Version March 15, 2012



Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 900

Tuesday Week Two

TUE(6)23-B1 TUE(6)23-B2 TUE(6)23-B3



Version March 15, 2012



Regina Residential Recycling Collection Services

Explanations:

Truck Id's

R (Regina)
 XX (Internal Unit #)
 12 (Year)
 Example Unit 1 = R0112

Route Labels

Example = WED(1)30-A1
 WED(X)XX-X = Collection Day (Wednesday)
 XXX(1)XX-XX = Week One (1) Week Two (2)
 XXX(X)30-XX = Body Size
 XXX(X)XX-AX = Collection Area
 XXX(X)XX-X1 = Collection Route

Special Instructions

Sample
Route Notes:
-School Zone in area, No collection during P-9, 1130-100
-123 Smith St. Bin located on side street
-Deaf Child on 200 block of Smith St. use caution.

Unit	Truck / Model	Year	Use	Body / Model	Year	Capacity
R0112	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0212	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0312	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0412	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0512	Peterbilt LCF 320	2011	Spare	Pendpac Alley-Gator	2011	30 Cubic Yards
R0612	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0712	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0812	International WorkStar	2013	Spare	Pendpac Alley-Gator	2013	23 Cubic Yards



Route 1 Start

Route 2 Start

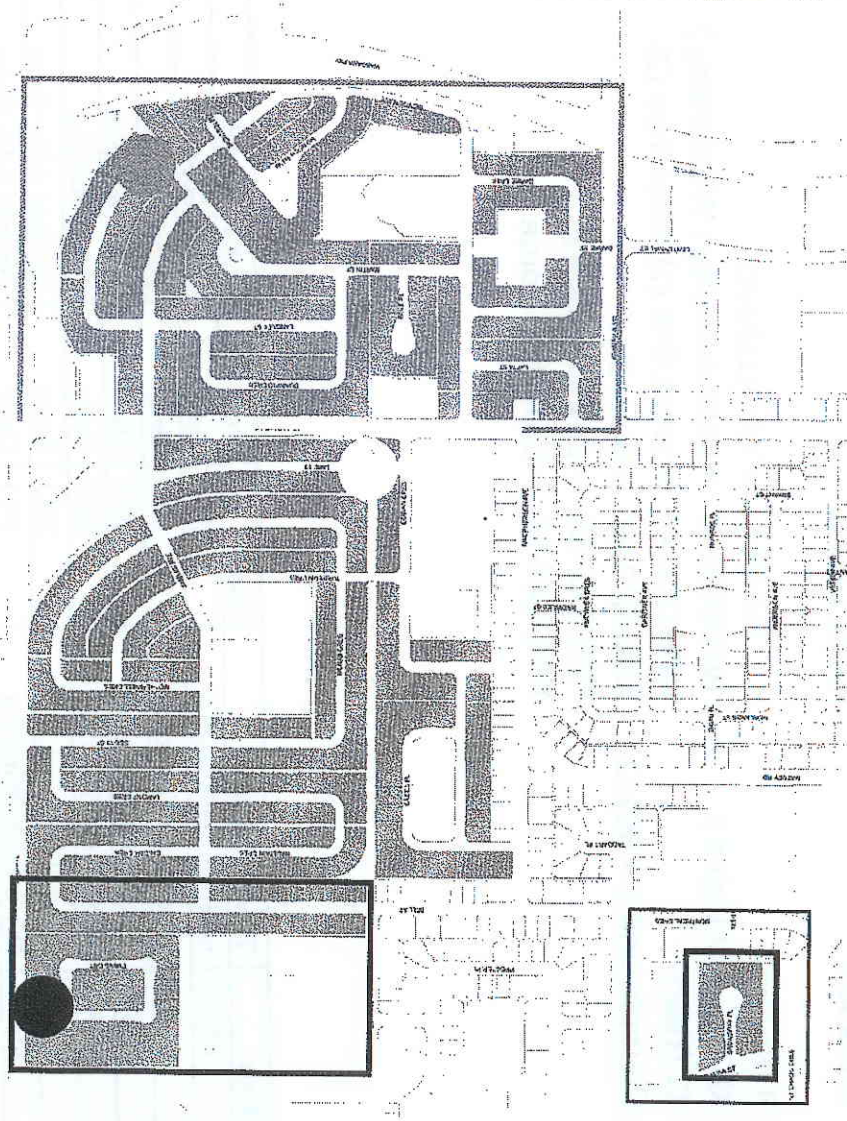
Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 800

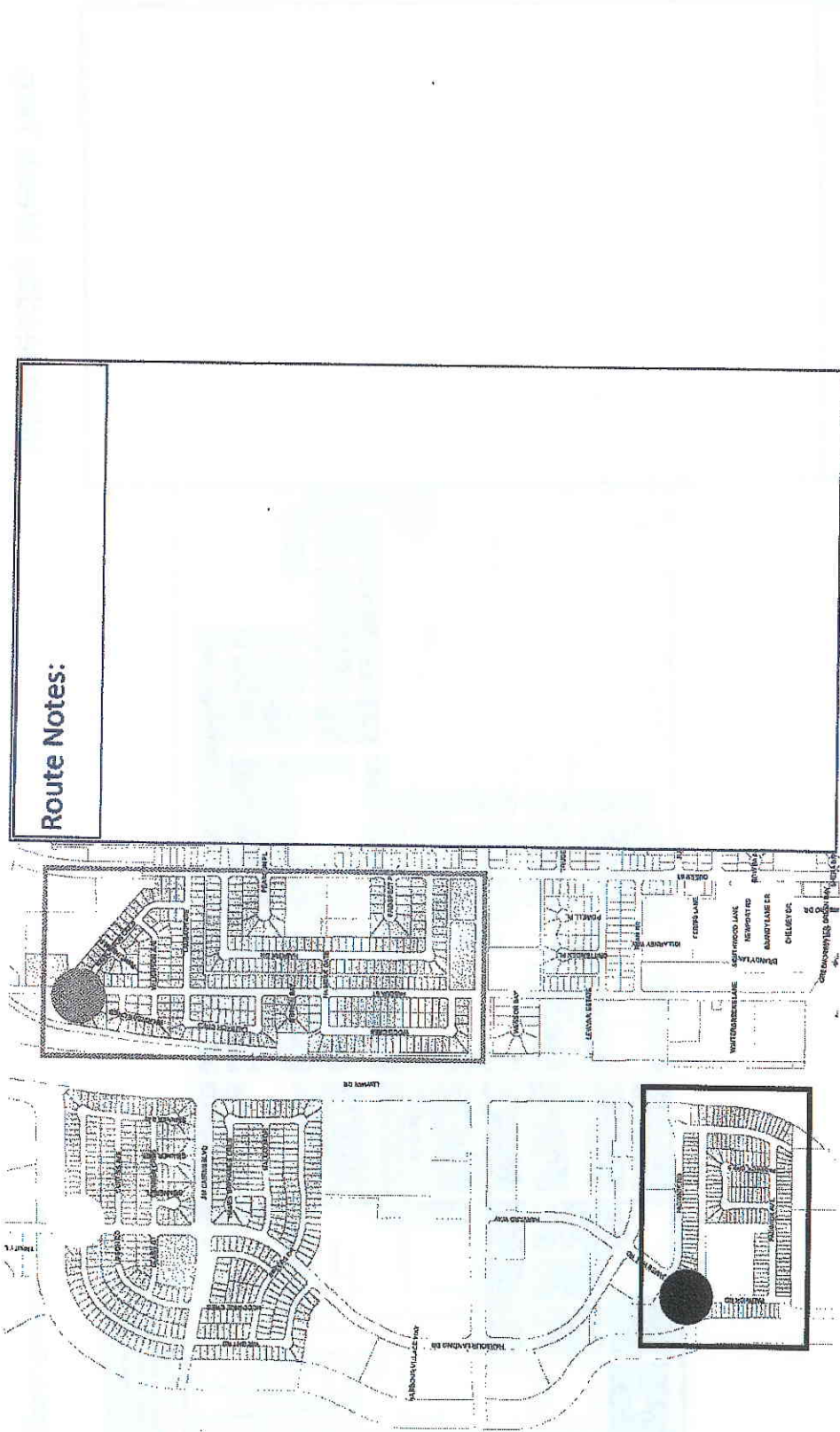
Wednesday Week One

WED(1)30-A1 WED(1)30-A2 WED(1)30-A3





Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Wednesday Week One

WED(2)30-A1 WED(2)30-A2 WED(2)30-A3



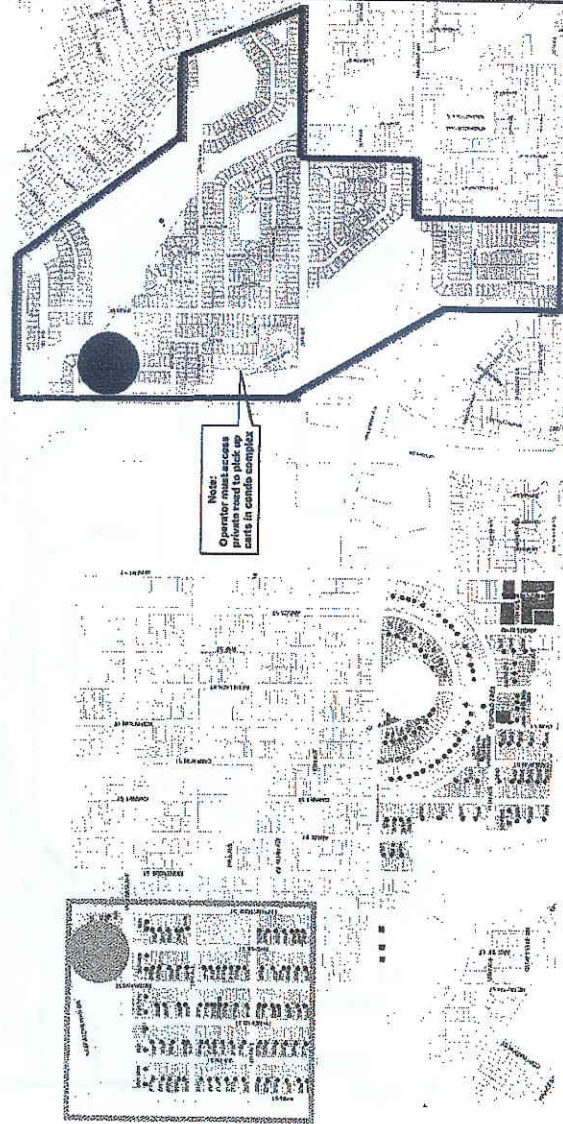
 Route 1 Start
  Route 2 Start
  Route 8 Start



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 900

Wednesday Week Two

WED(2)30-B1 WED(2)30-B2 WED(2)30-B3

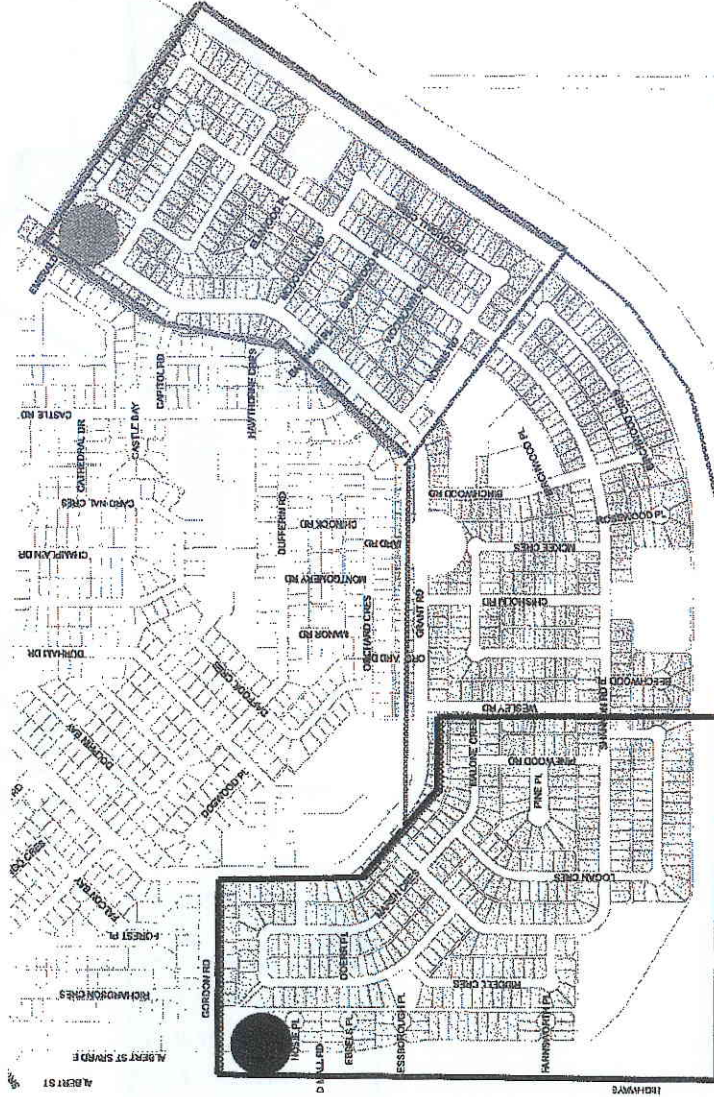




Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 1000

Wednesday Week One

WED(3)30-A1 WED(3)30-A2 WED(3)30-A3





Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 700

Wednesday Week Two

WED(3)30-B1 WED(3)30-B2 WED(3)30-B3



Route 1 Start

Route 2 Start

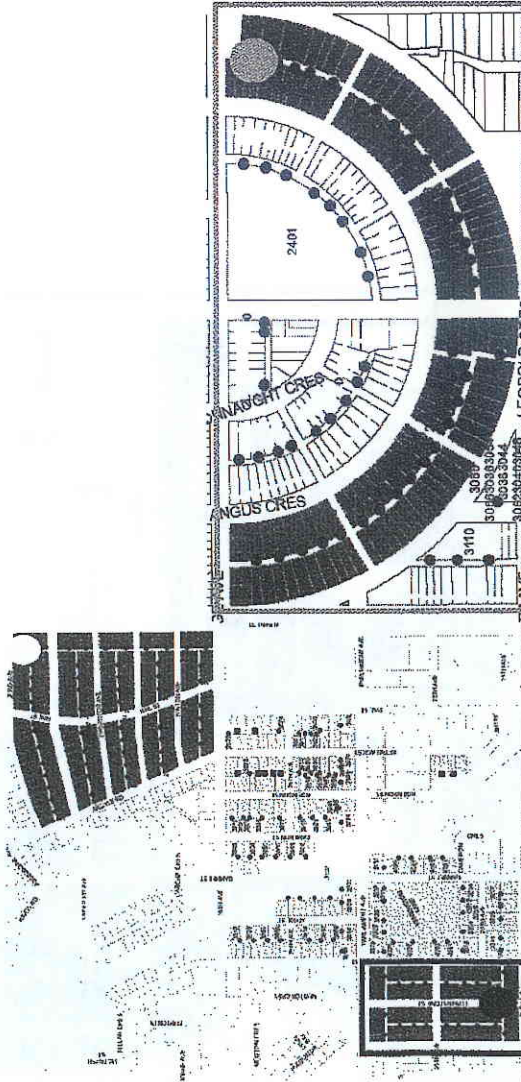
Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:



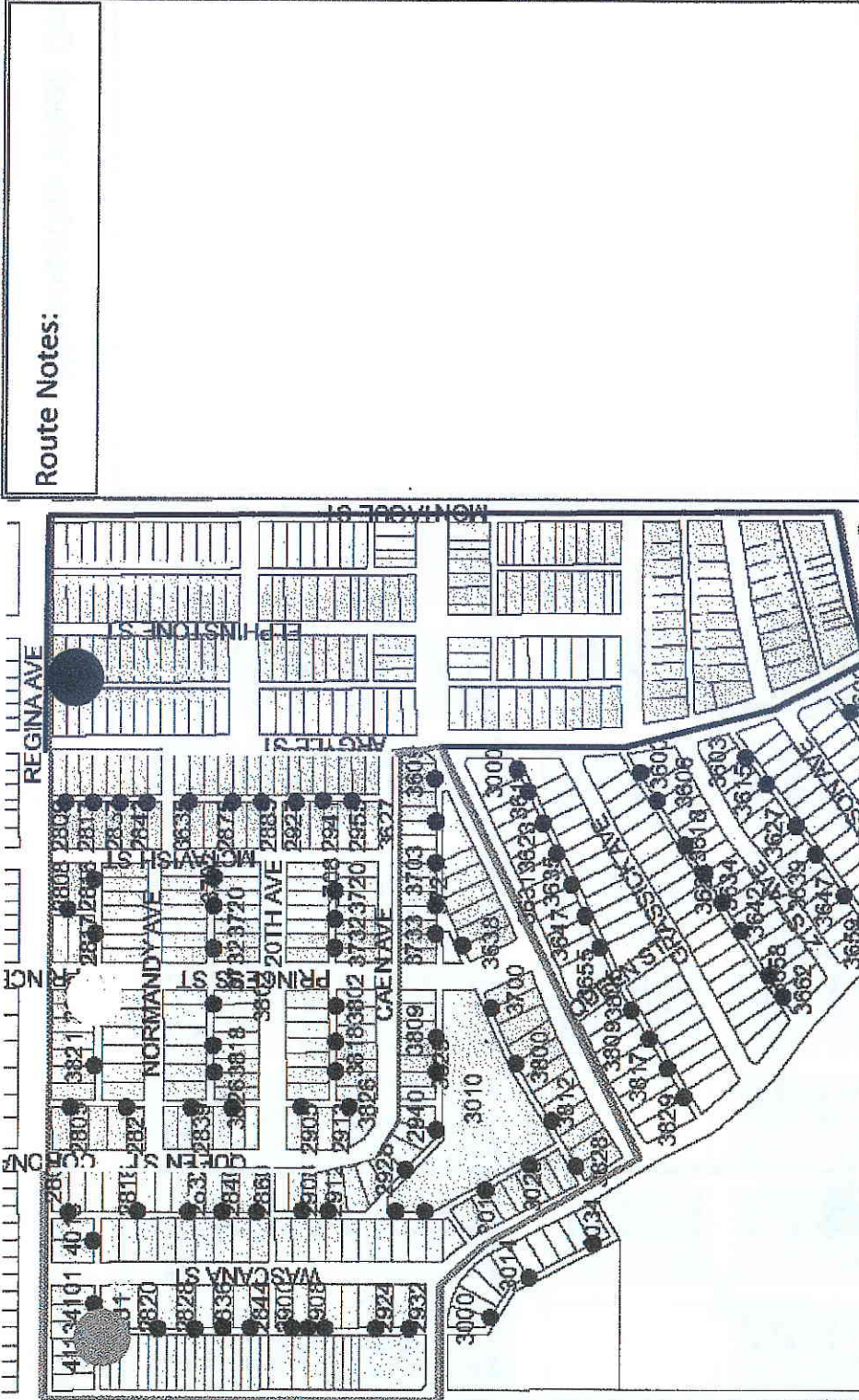
Wednesday Week One
 WED(5)23-A1 WED(5)23-A2 WED(5)23-A3

Approx. Cart Count 700





Regina Residential Recycling Collection Services



Route Notes:

Wednesday Week Two

WED(5)23-B1 WED(5)23-B2 WED(5)23-B3

Approx. Cart Count 800





Regina Residential Recycling Collection Services



Approx. Cart Count 800

Wednesday Week One

WED(6)23-A1 WED(6)23-A2 WED(6)23-A3



Route 1 Start



Route 2 Start



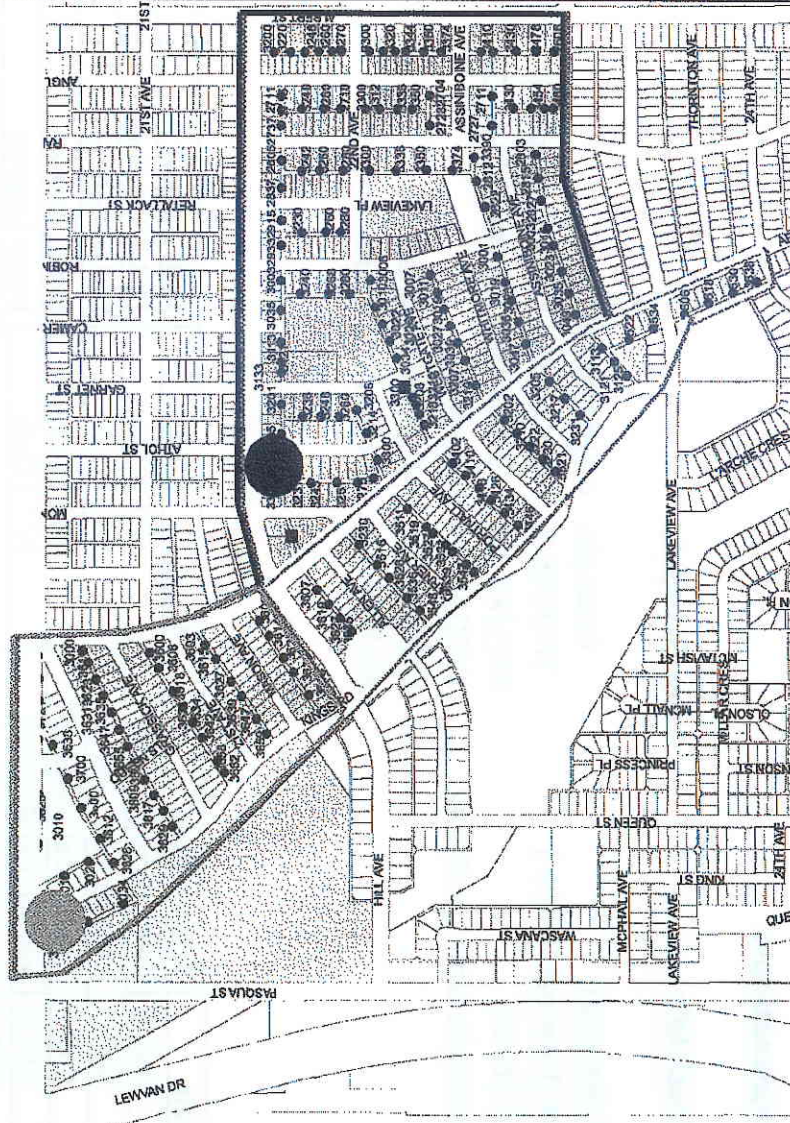
Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 700

Wednesday Week Two

WED(6)23-B1 WED(6)23-B2 WED(6)23-B3



Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services

Explanations:

Truck Id's

R (Regina)
 XX (Internal Unit #)
 12 (Year)
 Example Unit 1 = R0112

Route Labels

Example = TH(1)30-A1
 TH(X)XX-X = Collection Day (Thursday)
 XX(1)XX-XX = Week One (1) Week Two (2)
 XX(X)30-XX = Body Size
 XX(X)XX-AX = Collection Area
 XX(X)XX-X1 = Collection Route

Special Instructions

Sample

Route Notes:
- School Zone in area, No collection during 8-9, 1130-100
- 123 Smith St. Bin located on side street
- Bear Child on 200 block of Smith St. use caution.

Unit	Truck / Model	Year	Use	Body / Model	Year	Capacity
R0112	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0212	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0312	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0412	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0512	Peterbilt LCF 320	2011	Spare	Pendpac Alley-Gator	2011	30 Cubic Yards
R0612	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0712	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0812	International WorkStar	2013	Spare	Pendpac Alley-Gator	2013	23 Cubic Yards

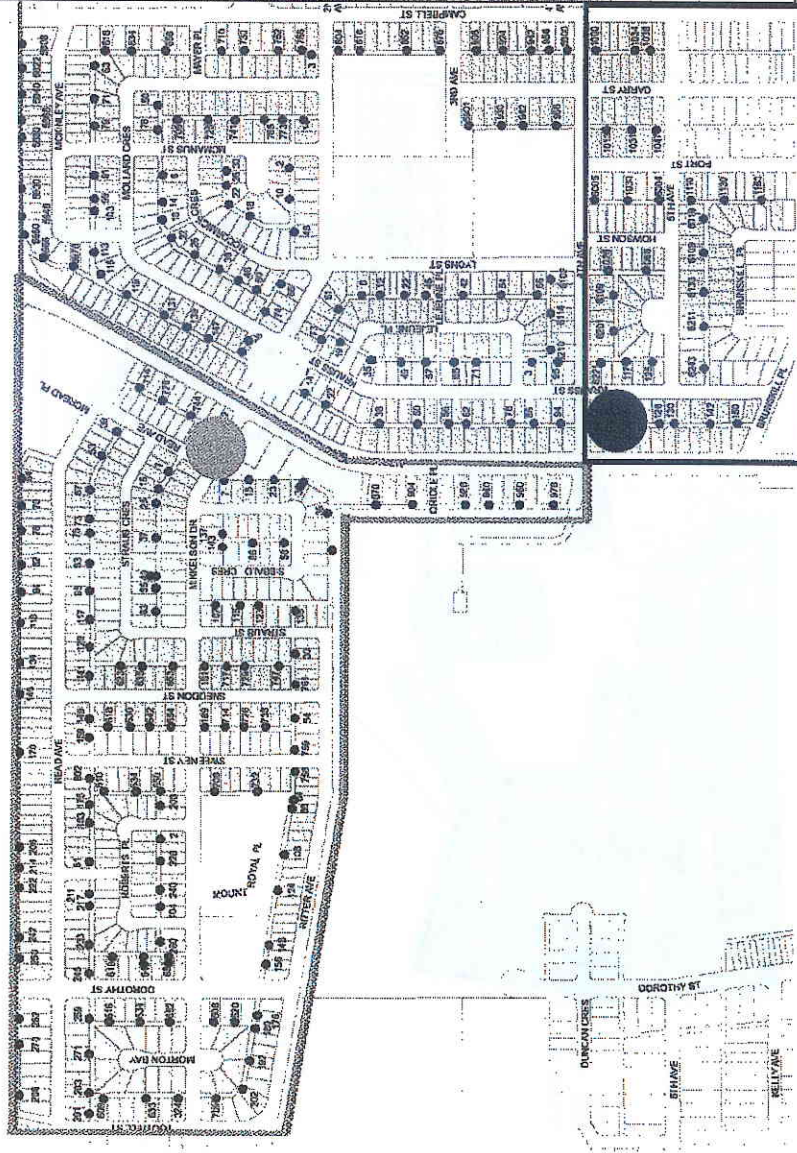




Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 1000

Thursday Week One

TH(1)30-A1 TH(1)30-A2 TH(1)30-A3



Route 2 Start



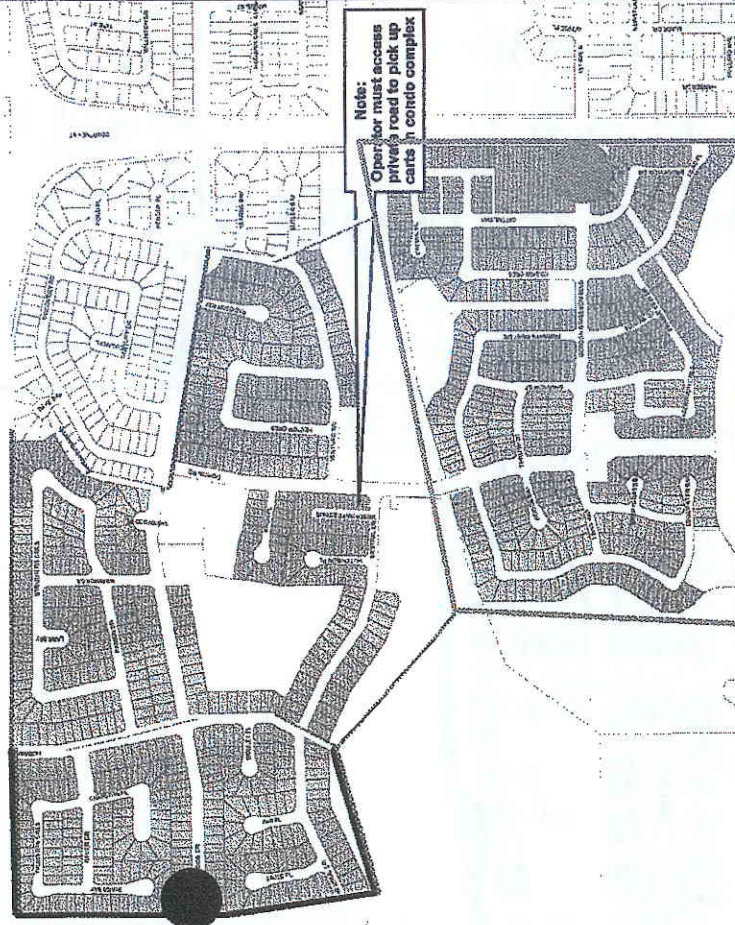
Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:



New Area Includes

Approx. Cart Count 1000

Thursday Week Two

TH(1)30-B1 TH(1)30-B2 TH(1)30-B3



Route 1 Start



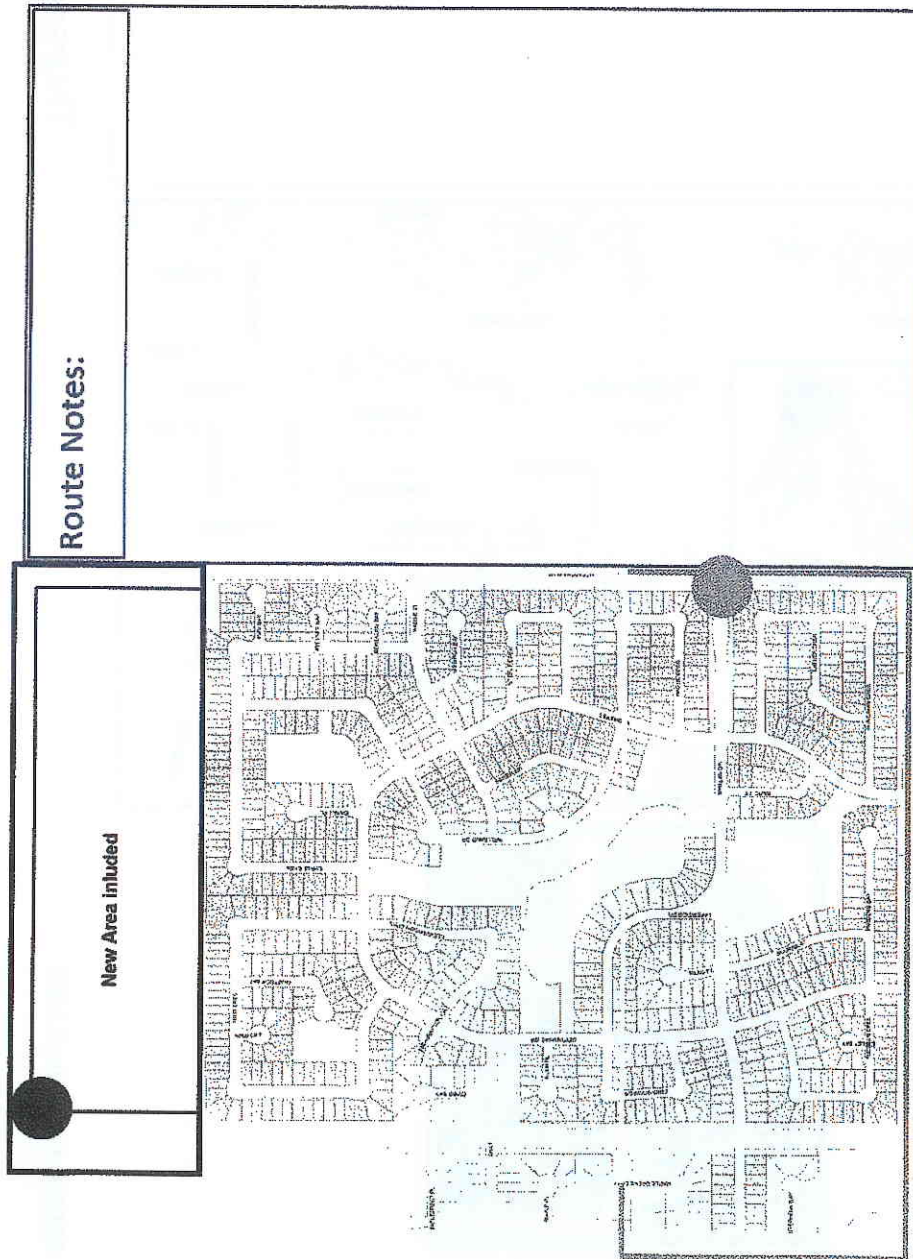
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 1100

Thursday Week One

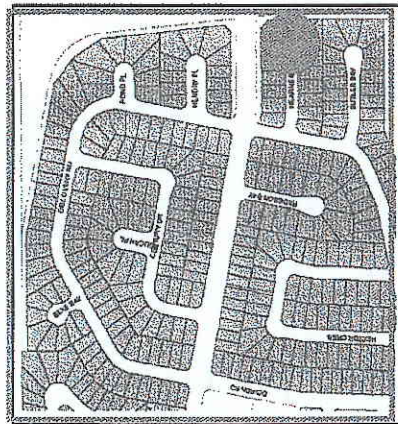
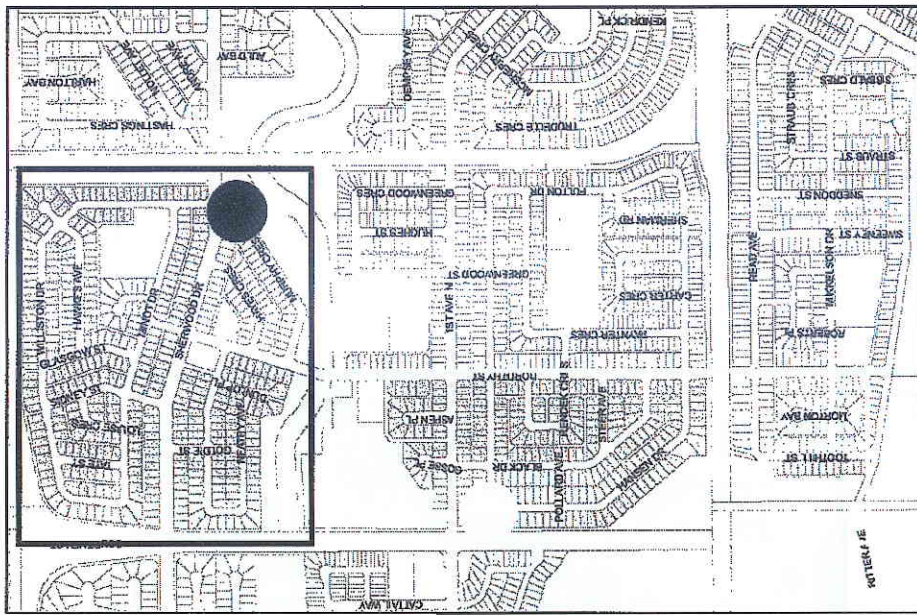
TH(2)30-A1 TH(2)30-A2 TH(2)30-A3





Regina Residential Recycling Collection Services

Route Notes:



Thursday Week Two

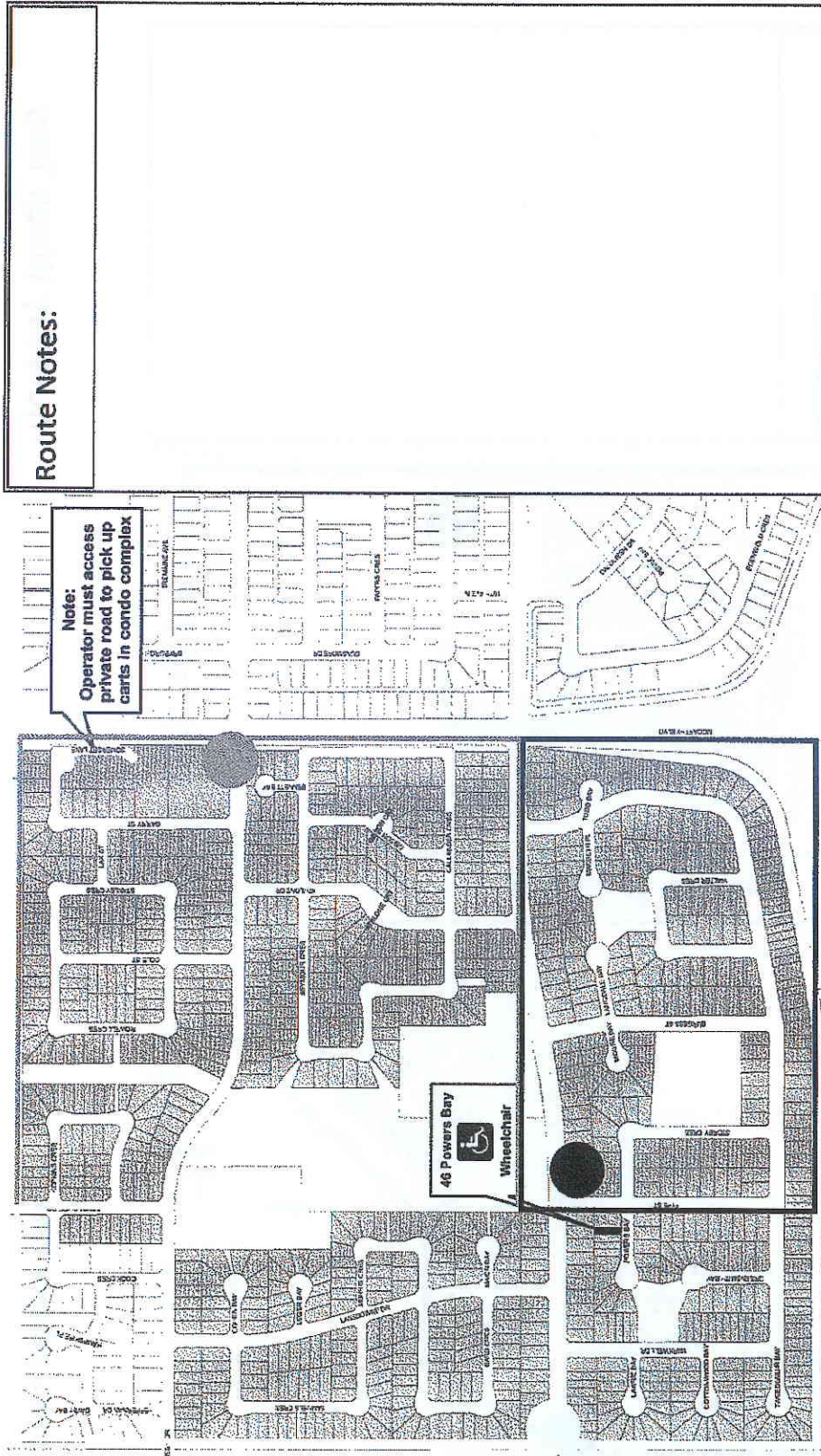
TH(2)30-B1 TH(2)30-B2 TH(2)30-B3

Approx. Cart Count 1000





Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Thursday Week One

TH(3)30-A1 TH(3)30-A2 TH(3)30-A3



Route 1 Start



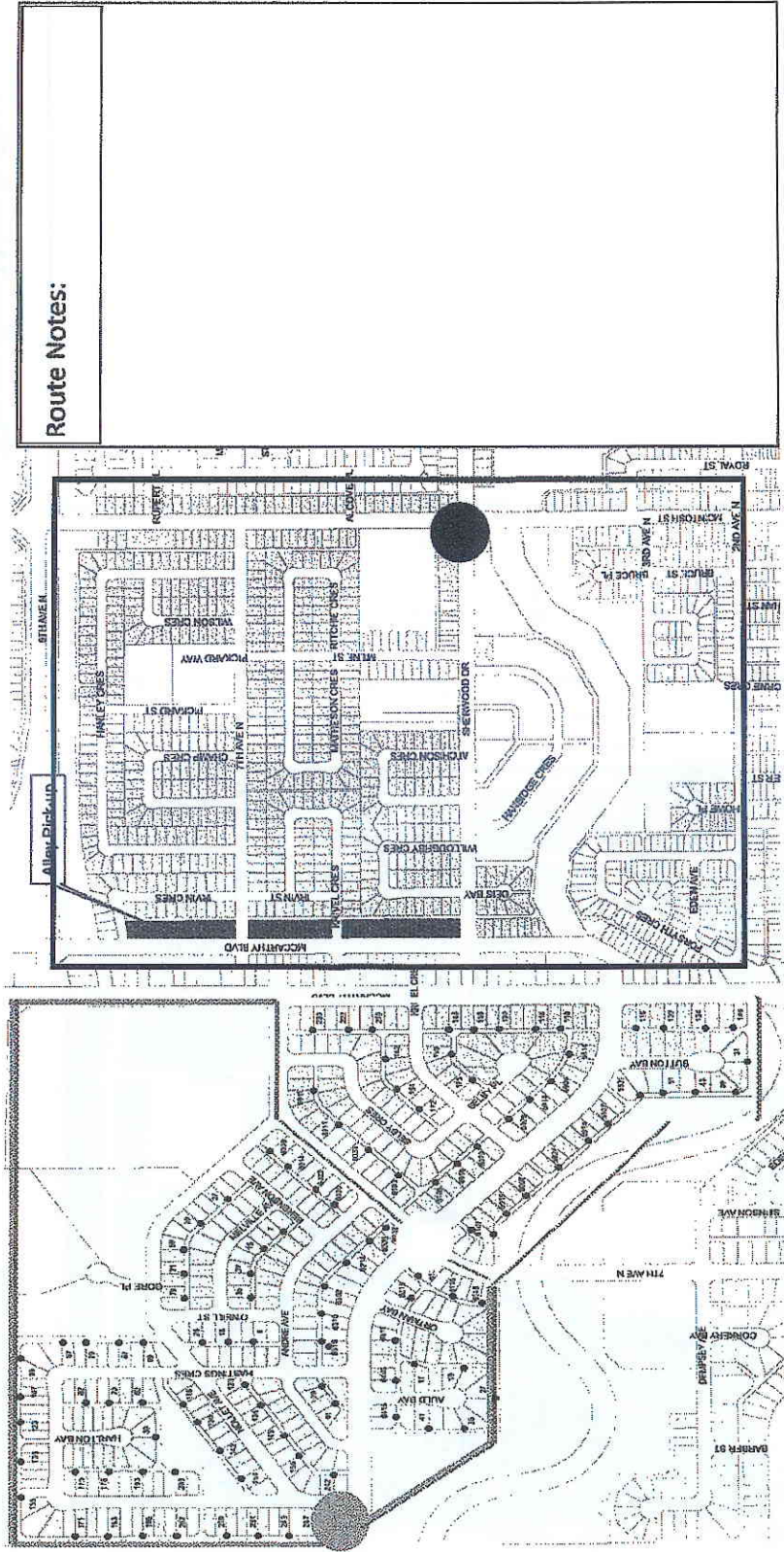
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:

Thursday Week Two

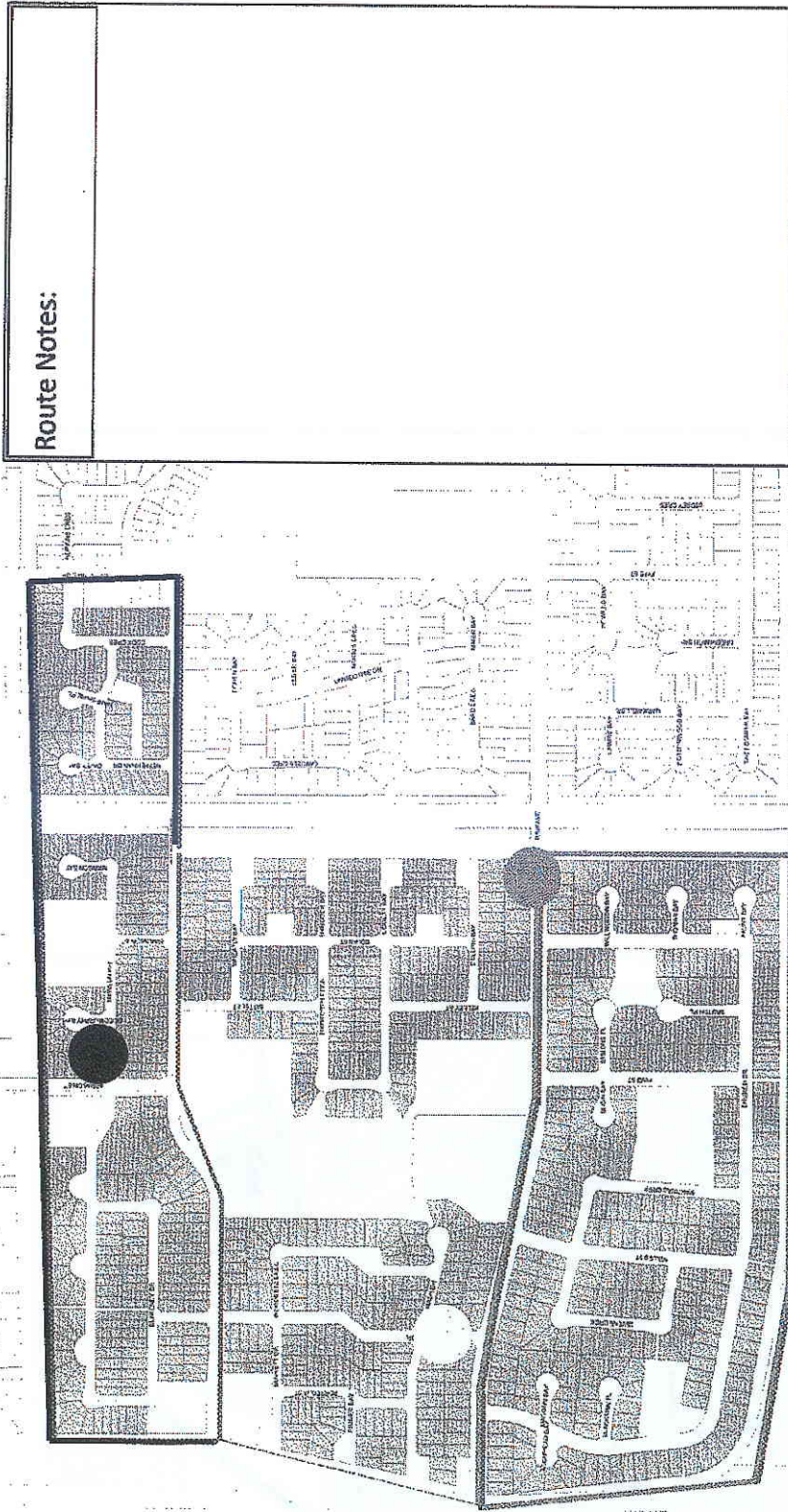
Approx. Cart Count 1100

TH(3)30-B1 TH(3)30-B2 TH(3)30-B3





Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Thursday Week One

TH(4)30-A1 TH(4)30-A2 TH(4)30-A3



Route 1 Start



Route 2 Start



Route 3 Start



Route 4 Start



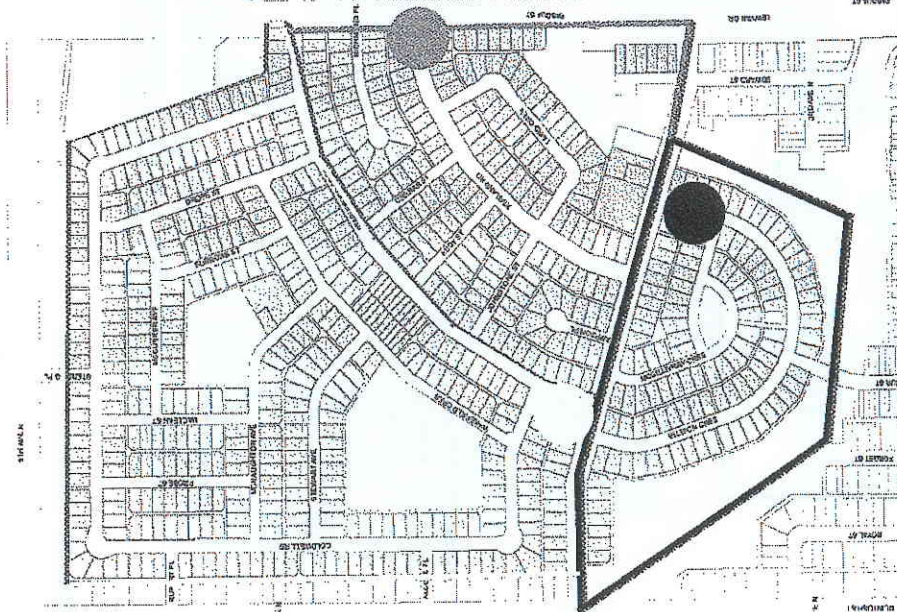
Route 5 Start



Regina Residential Recycling Collection Services



Route Notes:



Thursday Week Two

TH(4)30-B1 TH(4)30-B2 TH(4)30-B3



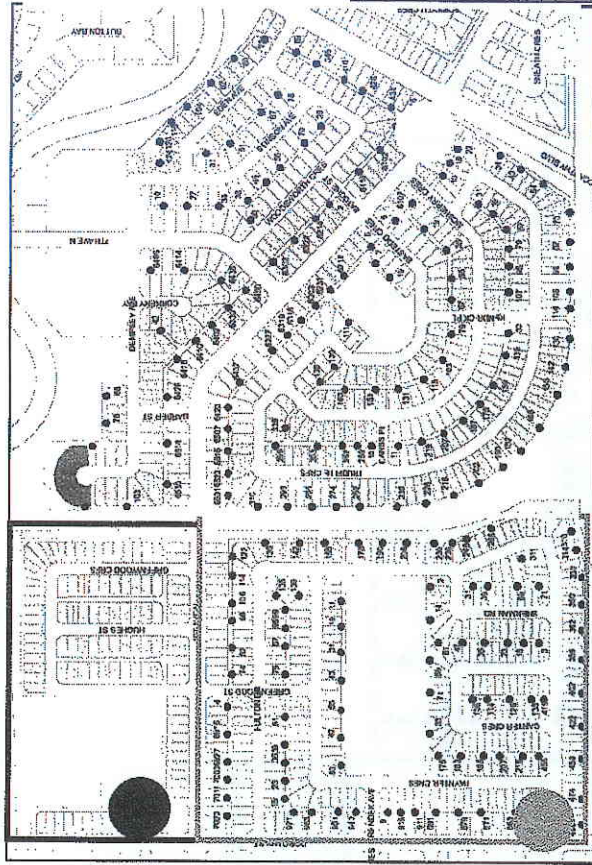
Approx. Cart Count 1000





Regina Residential Recycling Collection Services

Route Notes:



Approx. Cart Count 1000

Thursday Week One

TH(5)23-A1 TH(5)23-A2 TH(5)23-A3

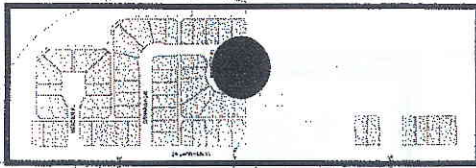
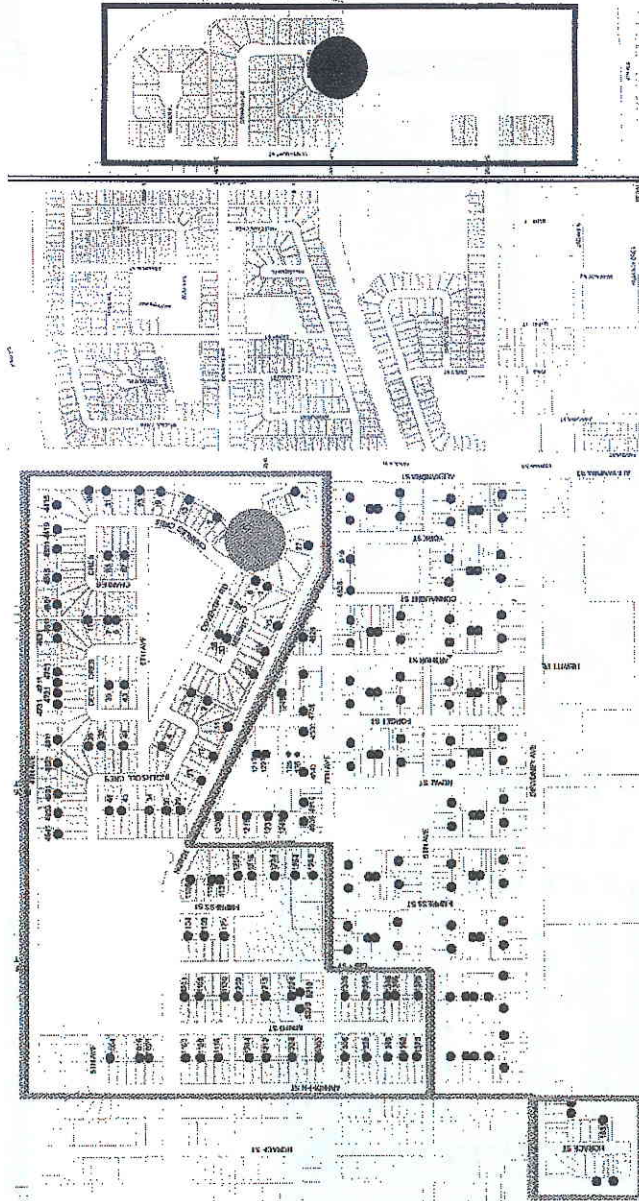




Regina Residential Recycling Collection Services



Route Notes:



Thursday Week Two

Approx. Cart Count 890

TH(5)23-B1 TH(5)23-B2 TH(5)23-B3





Regina Residential Recycling Collection Services

Route Notes:



Approx. Cart Count 850

Thursday Week Two

TH(6)23-B1 TH(6)23-B2 TH(6)23-B3



Route 1 Start



Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services

Explanations:

Truck Id's

R (Regina)
 XX (Internal Unit #)
 12 (Year)
 Example Unit 1 = R0112

Route Labels

Example = FRI(1)30-A1
 FRI(X)XX-X = Collection Day (Friday)
 XXX(1)XX-XX = Week One (1) Week Two (2)
 XXX(X)30-XX = Body Size
 XXX(X)XX-AX = Collection Area
 XXX(X)XX-X1 = Collection Route

Special Instructions

Sample
Route Notes:
-School Zone in area, No collection during 8-9, 1130-100
-123 Smith St. Bin located on side street.
-Deaf Child on 200 block of Smith St. use caution.

Unit	Truck / Model	Year	Use	Body / Model	Year	Capacity
R0112	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0212	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0312	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0412	International WorkStar	2013	Daily	Dadee Scorpion	2013	30 Cubic Yards
R0512	Peterbilt LCF 320	2011	Spare	Pendpac Alley-Gator	2011	30 Cubic Yards
R0612	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0712	International WorkStar	2013	Daily	Pendpac Alley-Gator	2013	23 Cubic Yards
R0812	International WorkStar	2013	Spare	Pendpac Alley-Gator	2013	23 Cubic Yards



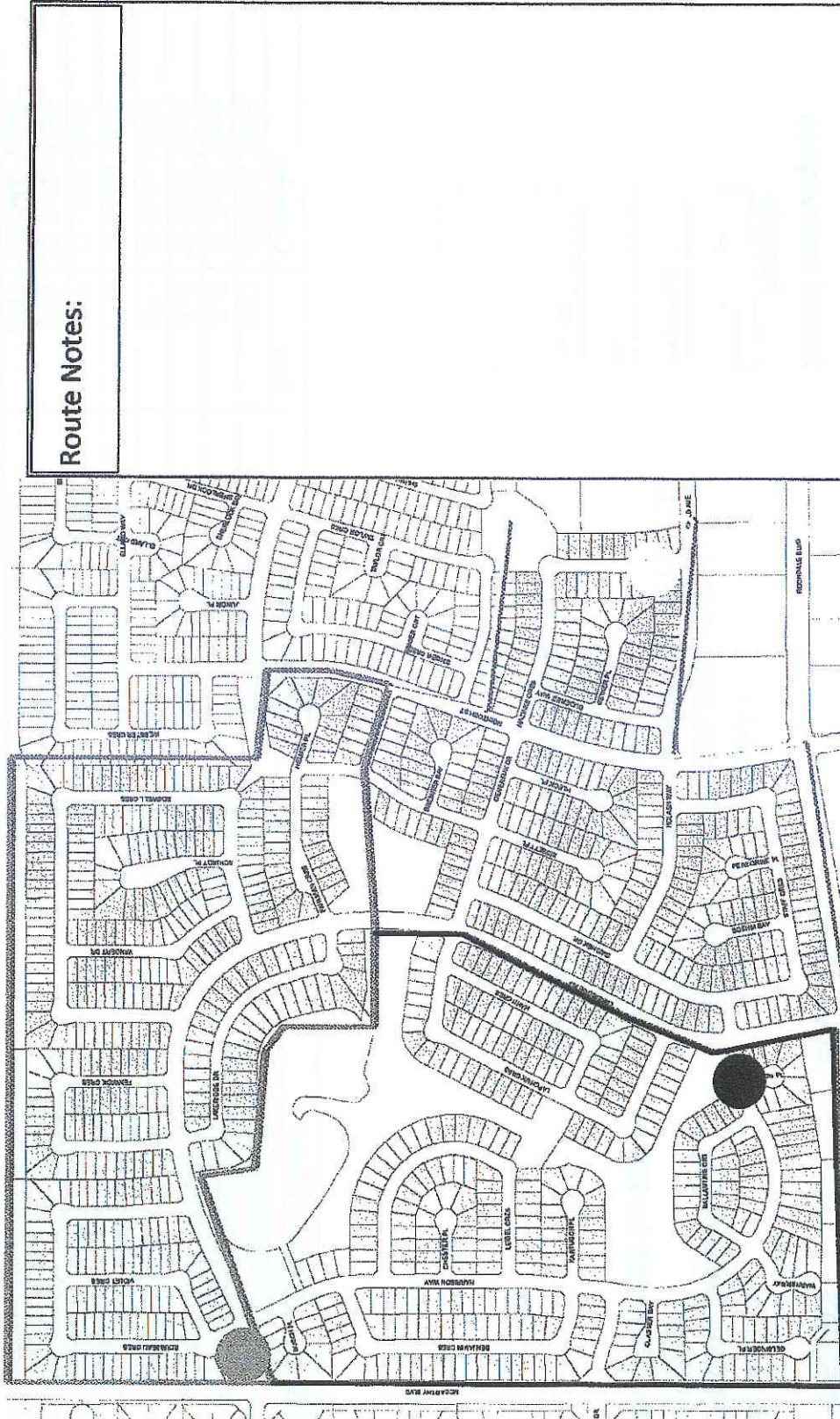
Route 1 Start

Route 2 Start

Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Friday Week One

FRI(1)30-A1 FRI(1)30-A2 FRI(1)30-A3

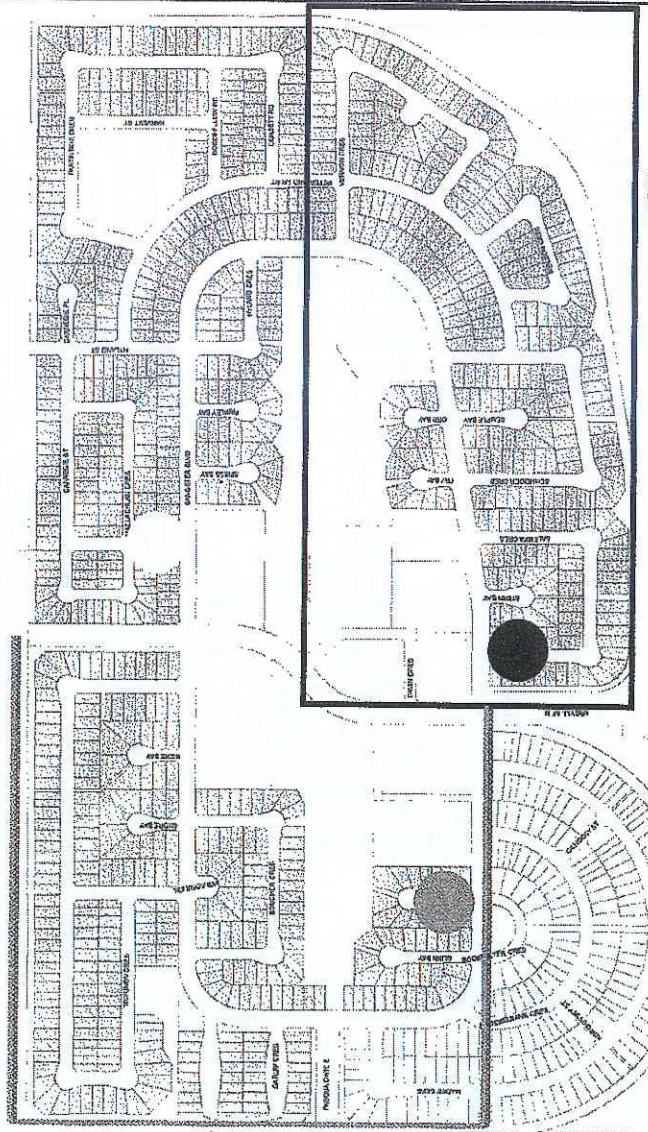




Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 1100

Friday Week Two

FRI(1)30-B1 FRI(1)30-B2 FRI(1)30-B3



Route 1 Start



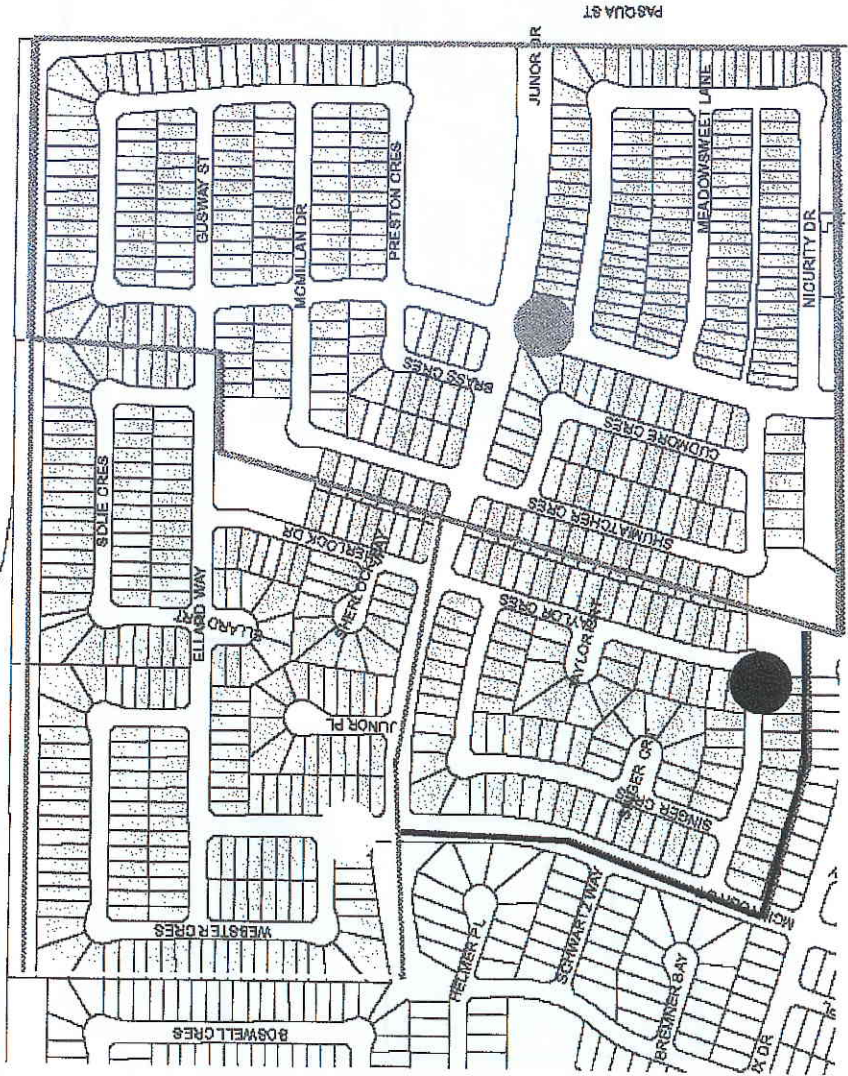
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1100

Friday Week One

FRI(2)30-A1 FRI(2)30-A2 FRI(2)30-A3



Route 2 Start



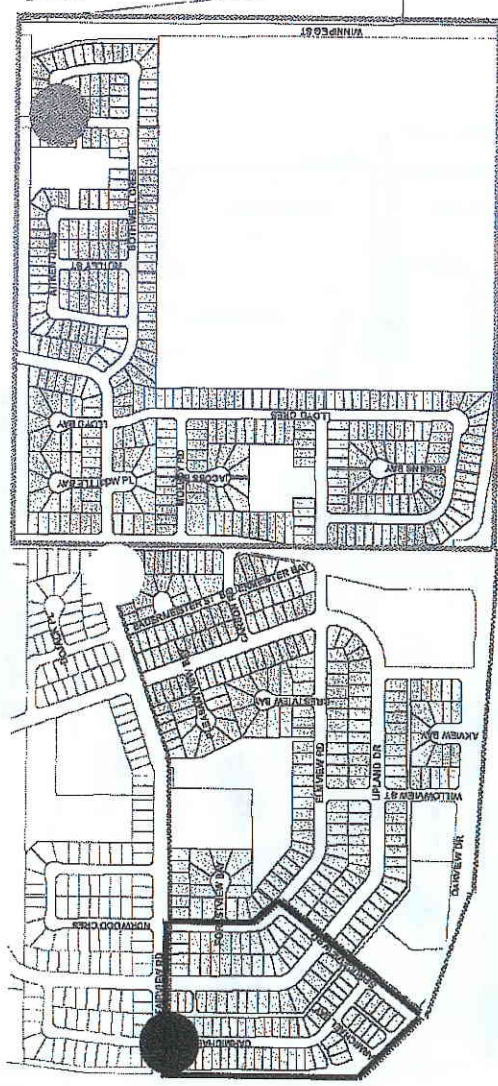
Route 8 Start



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 1000

Friday Week Two

FRI(2)30-B1 FRI(2)30-B2 FRI(2)30-B3



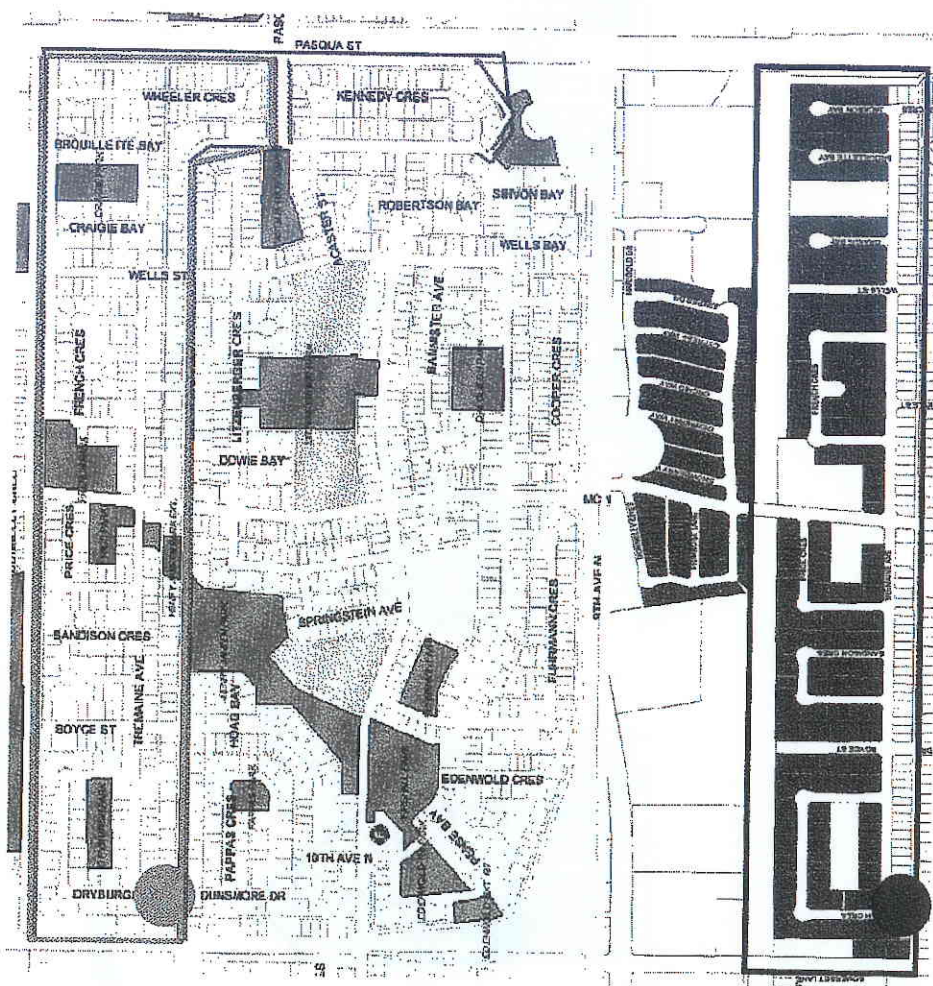
Route 2 Start



Route 8 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1050

Friday Week One

FRI(3)30-A1 FRI(3)30-A2 FRI(3)30-A3



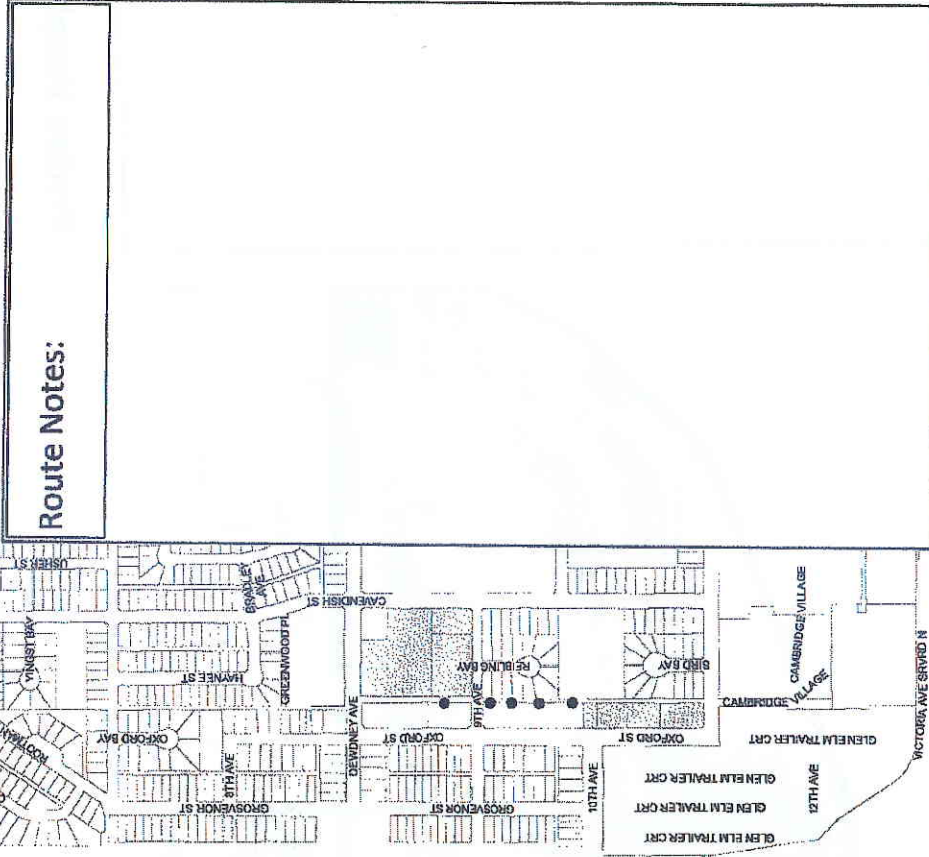
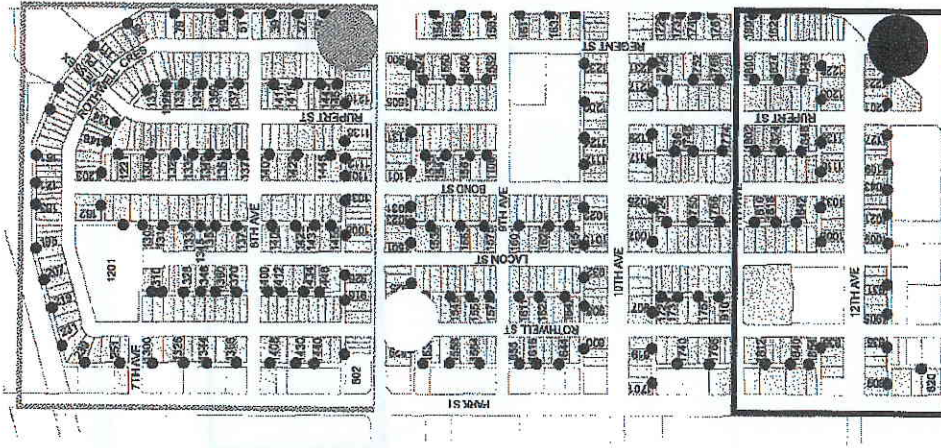
Route 2 Start



Route 8 Start



Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count: 1000

Friday Week Two

FRI(3)30-B1 FRI(3)30-B2 FRI(3)30-B3



Route 1 Start



Route 2 Start



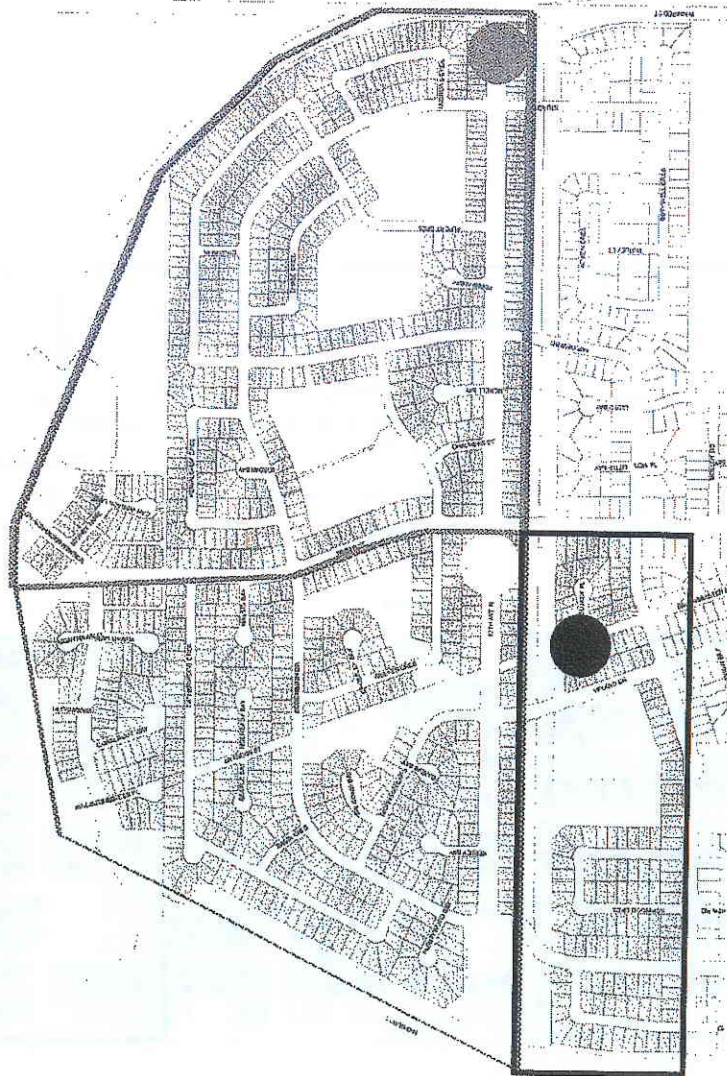
Route 3 Start



Regina Residential Recycling Collection Services



Route Notes:



Approx. Cart Count 1100

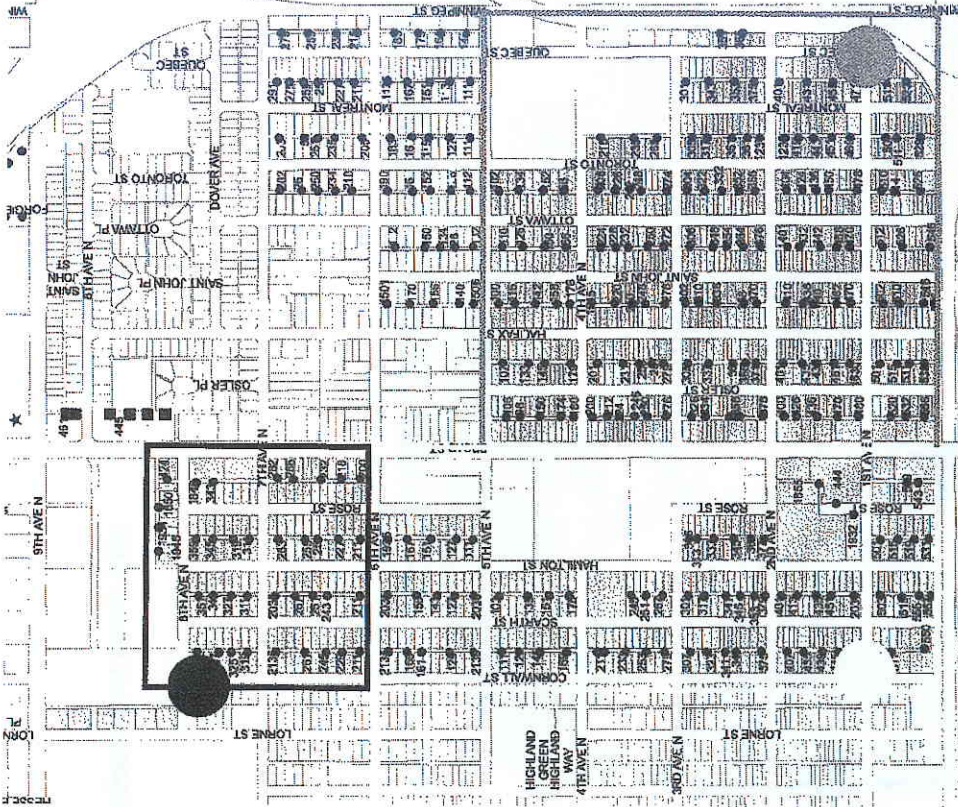
Friday Week One

FRI(4)30-A1 FRI(4)30-A2 FRI(4)30-A3





Regina Residential Recycling Collection Services



Route Notes:

Approx. Cart Count 1000

Friday Week Two

FRI(4)30-B1 FRI(4)30-B2 FRI(4)30-B3



Route 1 Start



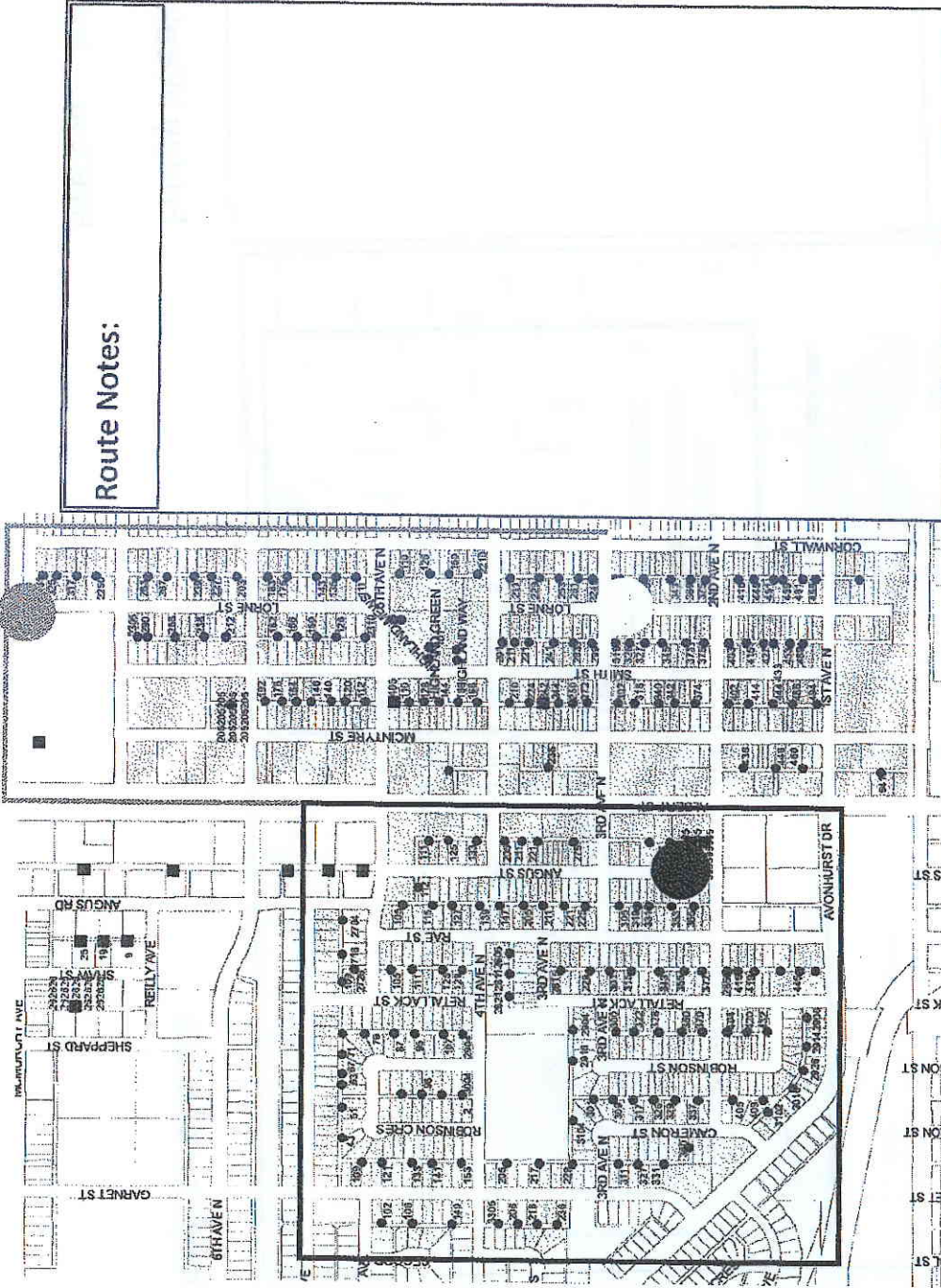
Route 2 Start



Route 3 Start



Regina Residential Recycling Collection Services



Approx. Cart Count 1000

Friday Week Two

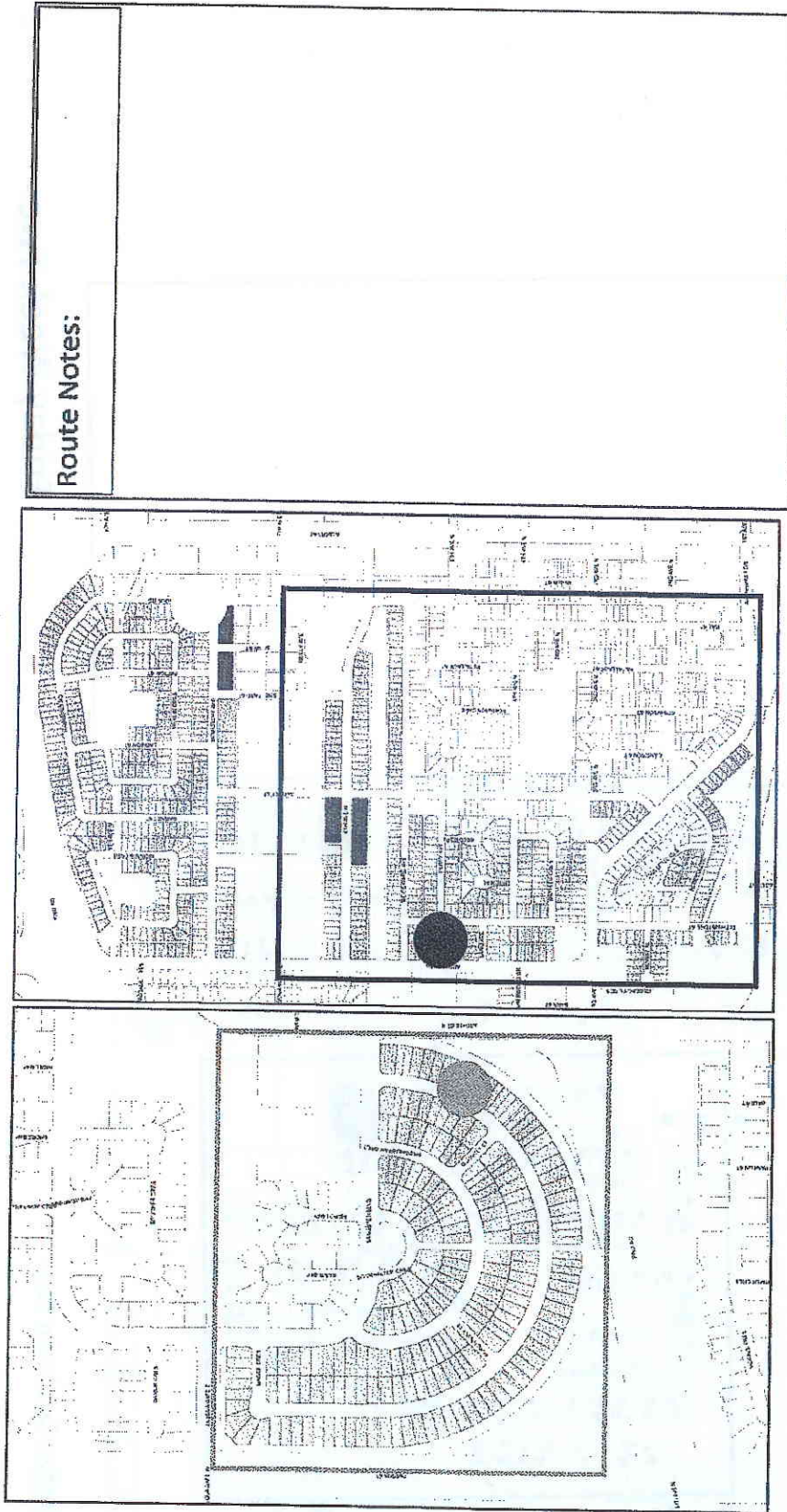
FRI(5)23-B1 FRI(5)23-B2 FRI(5)23-B3

Route 1 Start Route 2 Start Route 3 Start





Regina Residential Recycling Collection Services



Approx. Cart Count 1000

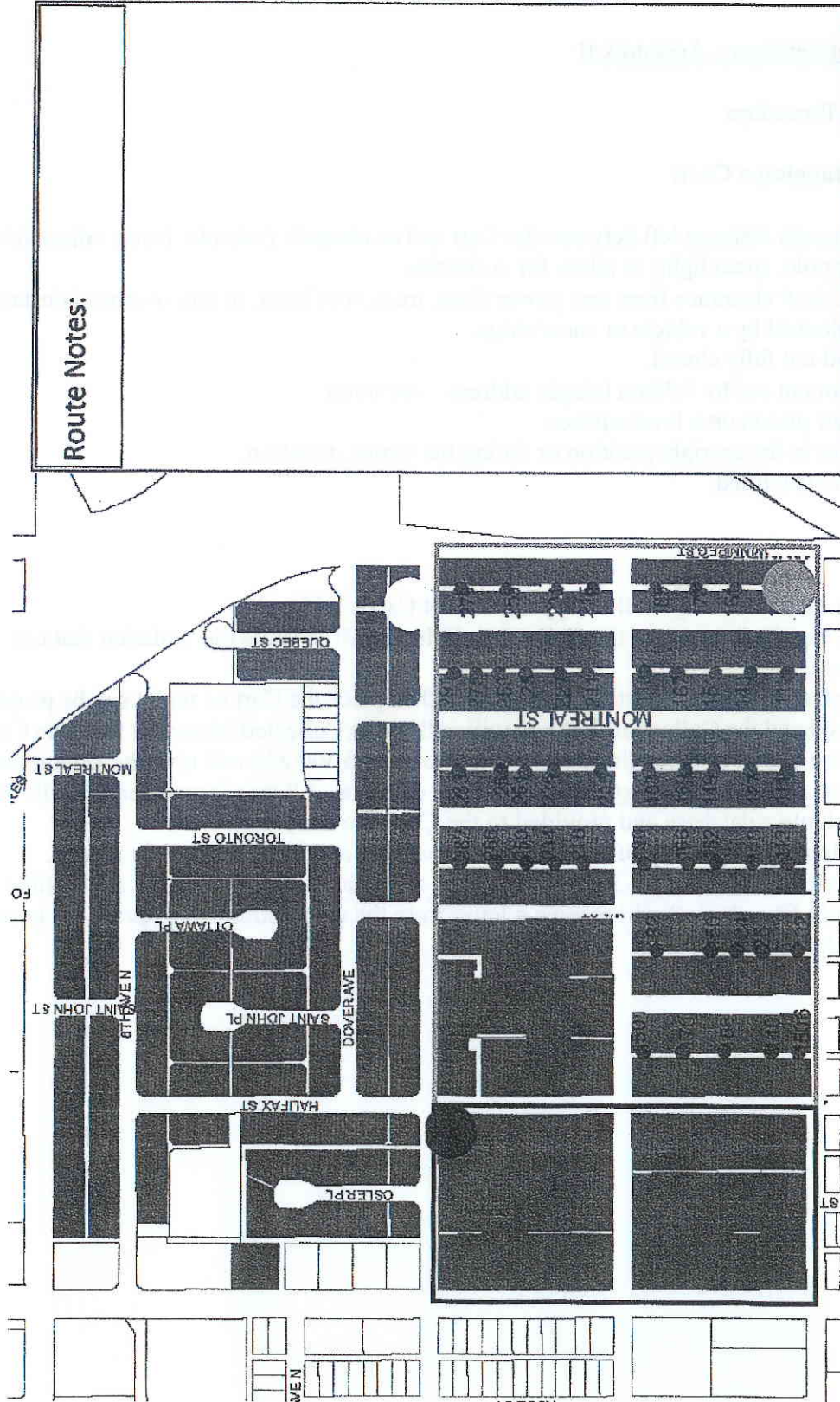
Friday Week One

FRI(6)23-A1 FRI(6)23-A2 FRI(6)23-A3





Regina Residential Recycling Collection Services



Approx. Cart Count 1100

Friday Week Two

FRI(6)23-B1 FRI(6)23-B2 FRI(6)23-B3



Route 1 Start



Route 2 Start



Route 3 Start

**Schedule B
to the Recycling Services Collection Agreement**

Description of Services – Appendix II

Cart Tagging Procedure

Reasons for tagging a Cart:

1. Not enough distance left between the Cart and an obstacle (vehicle, fence, adjacent bin, power pole, street light) to allow for collection.
2. Insufficient clearance from any power lines, trees, roof lines, or any overhead obstacles.
3. Cart blocked by a vehicle or snow ridge.
4. Cart lid not fully closed.
5. Cart not put out by 7:30am (single address – see note).
6. Cart not placed on a level surface.
7. Cart not in the up-right position or facing the wrong direction.
8. Cart is over-filled.

Procedure:

1. For all instances a tag shall be applied to that Cart's lid handle.
2. On the tag the operator of the Collection Vehicle will indicate the violation that has occurred.
3. The operator of the Collection Vehicle will then place the Cart so that it can be properly collected and the Collection Vehicle will collect the Collected Materials from the Cart.
4. Once the Cart is dumped the driver of the Collection Vehicle will note the tag number, address, and reason for tagging the Cart in a daily log. All tags issued per day will be entered into a database and provided to the City on a daily basis.
5. If a vehicle is in the way of a Cart, both the vehicle and the Cart shall be tagged.
6. Any resident that receives 3 or more tags on their Cart within a 6 month period (this does not apply for vehicles) will receive a letter from the City outlining the dates and reasons for each tag.

Schedule C
to the Recycling Services Collection Agreement

Liquidated Damages Chart

Incident	\$250 / incident	\$500 / incident	\$1000 / incident	\$2000 / incident
Failure to submit reports or documents within specified timelines	1-4 incidents	5-9 incidents	10-14 incidents	>14 incidents
Failure to clean up mechanical or oil spillage	n/a	n/a	n/a	Each incident
Failure to clean up waste, spillage and loose materials	n/a	1-4 incidents	5-9 incidents	>9 incidents
Failure to report and settle incidents involving damage to public or private property	n/a	n/a	n/a	Each incident
Proponent personnel scavenging Collected Materials	n/a	Each incident	n/a	n/a
Inappropriate appearance and/or conduct by Proponent personnel	1-4 incidents	5-9 incidents	10-14 incidents	>14 incidents
Failure to return Carts to their original location	1-14 incidents	> 14 incidents	n/a	n/a
Failure to return to rectify any Missed Collections in accordance with the specified timelines	n/a	Each incident	n/a	n/a
Failure to respond to customer complaints and concerns in accordance with the specified timelines	Each incident	n/a	n/a	n/a
Mixing Collected Materials with materials from another source	n/a	n/a	Each incident	n/a
Collections outside of Collection Schedule	n/a	Per Collection Route	n/a	n/a
Failure to comply with health and safety requirements	1-4 incidents	5-9 incidents	10-14 incidents	>14 incidents

Incident	\$250 / incident	\$500 / incident	\$1000 / incident	\$2000 / incident
Collection Vehicles not conforming to requirements	n/a	n/a	Per Collection Vehicle	n/a
Failure to deliver Carts for initial program launch	n/a	Each incident	n/a	n/a
Failure to maintain Carts in accordance with specified requirements	1-4 incidents	5-9 incidents	10-14 incidents	>14 incidents
Over – compacting of Collected Materials	n/a	n/a	1-4 incidents	>4 incidents

UNDERTAKING

RE: EXECUTION OF BUY-BACK AGREEMENT(S) PURSUANT TO RECYCLING COLLECTION SERVICES AGREEMENT DATED AS OF JUNE 30, 2012 BETWEEN THE CITY OF REGINA AND LORAAS DISPOSAL SERVICES LTD. (THE "AGREEMENT")

In consideration of and notwithstanding the execution of the Agreement, the undersigned hereby undertakes in favour of the City of Regina (the "City") to have executed and to provide to the City, signed buy-back agreements in favour of the City as is prescribed and required by Section 5.6 of the Agreement, such buy-back agreements to be in substantially the same form as is attached as Schedule "A" to this Undertaking or such other form as may be acceptable to the City, acting reasonably.

DATED as of this 30 day of JUNE, 2012.

LORAAS DISPOSAL SERVICES LTD.

28(1) Personal

Per: _____

Name: ²⁸⁽¹⁾

Title: GENERAL MANAGER



Schedule "A"

Form of Buy-Back Agreement

(As attached)



THIS AGREEMENT made in duplicate this ____ day of _____, 20__.

BETWEEN:

THE CITY OF REGINA
a city continued pursuant to *The Cities Act* (Saskatchewan).

(the "City")

AND:

a corporation incorporated in the Province of _____
and authorized to conduct business in the Province of
Saskatchewan.

(the "Financer")

TRANSFER AND BUY-BACK AGREEMENT

WHEREAS:

- A. Loraas Disposal Services Ltd. (the "Supplier") and the City have entered into a recycling collection services agreement, dated the ____ day of _____, 20__, where the Supplier has agreed to provide to the City certain recycling equipment and waste collection services (the "Contract"), a copy of which is attached hereto as Schedule "A".
- B. Certain recycling equipment to be supplied under the Contract (the "Equipment") will be owned by the Supplier during the term of the Contract and at the end of the term the Equipment will be conveyed to the City by the Supplier.
- C. The Contract stipulates that during the term of the Contract, if the Supplier grants a security interest in the Equipment to a financier, the Supplier will cause the City and the financier to enter into a "buy-back" agreement to ensure the Equipment is transferred to the City, free of any security interest in favour of the financier, at the end of the term of the Contract or earlier upon the occurrence of one or more events of default as stipulated in the Contract.
- D. The parties to this agreement desire to set forth the terms under which the Financer will release its security interest in the Equipment or, in the event the Financer takes possession of the Equipment, the terms under which the Financer will transfer the Equipment to the City free and clear of its security interest (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.00 SUBJECT MATTER

1.01 The Equipment referred to in the recitals above shall consist of all personal property to be supplied by the Supplier to the City in accordance with the terms of the Contract and shall include, but not be limited to, all Bags and Carts, as those terms are defined and referenced in the Contract.

2.00 SECURITY INTEREST IN EQUIPMENT

2.01 The parties agree that if the City notifies the Financer in writing that the City, at the end of the term of the Contract, has received the Equipment in accordance with the ownership transition provisions of the Contract, or has exercised its rights to the Equipment on the default of the Supplier and has had transferred to it the Equipment, such that it is now the legal owner of the Equipment, the Financer shall:

- a) Immediately release its security interest in the Equipment; and
- b) Discharge any financing statement registered in the Saskatchewan Personal Property Registry referencing the Equipment or amend any existing registration to specifically exclude the Equipment from the collateral description in such financing statement.

2.02 The parties agree that it shall not be necessary for the City to produce any documentation or opinion to the Financer respecting the City's ownership of the Equipment and the Financer shall rely solely on the City's written notice as provided for in paragraph 2.01 above.

2.03 Notwithstanding the debtor and secured creditor relationship that exists between Supplier and the Financer, the parties agree that the Financer's rights in the Equipment shall be limited by this Agreement as follows:

- a) The Financer shall not be entitled to transfer, subordinate or postpone its security interest in the Equipment to a third party without the consent of the City and without the third party entering into an Agreement with the City on substantially similar terms to the terms of this Agreement; and
- b) The Financer shall not be entitled to take possession of the Equipment on the default of Supplier. If the Financer takes possession of the Equipment, it will hold the same in trust for the benefit of the City and will immediately provide written notice of such possession to the City following which, the Financer shall take all necessary steps to transfer the Equipment to the City, free and clear of the Financer's security interest.

2.04 To the extent necessary and in exchange for the Financer taking steps to relinquish its security interest as provided for in paragraph 2.01 and 2.03 b), the Financer shall be entitled to request that the City pay to the Financer, and the City shall make payment of the same, those payments that would otherwise be payable by the City to the Supplier for the Equipment at the end of the term of the Contract or upon the default of the Supplier, as the case may be, on the terms and conditions of such payment as stipulated

in the Contract and without any further fees or penalties payable by the City to the Financer.

3.00 GENERAL

3.01 The recitals shall form a part of this Agreement as if repeated at length in this Agreement.

3.02 Time shall in all respects be of the essence.

3.03 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer or otherwise alienate its rights and obligations hereunder in whole or in part, without the prior written consent of the other party.

3.04 Any notice required under this Agreement shall be delivered:

a) to the City at:

b) to the Financer at:

If delivered, notice shall be deemed to have been received on the date on which it was delivered. Notice may also be transmitted by facsimile or similar electronic means, and shall in that event be deemed to have been received on the next business day following the date on which it was transmitted. No other means of giving notice shall be effective hereunder, unless the recipient expressly approves.

3.05 This Agreement shall be governed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

3.06 This Agreement may be executed in one or more counterparts, including facsimile and other electronic counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed and sealed by their respective duly authorized representatives as of the date first above written.

CITY OF REGINA

(seal)

Per: _____
Name:
Title:

(seal)

Per: _____

Name: _____

Title: _____

DRAFT

- Certificate of Insurance -

The insurance evidenced by this certificate is subject to all terms and conditions of the referenced policies. This certificate is issued as a matter of information only and confers no rights to the holder and imposes no liability on the insurer.

Name and Address of Insured:
Loraas Disposal Services Ltd.
805 47th St E, Saskatoon, SK S7K 8G7
 &
Loraas Disposal Services Ltd.
620 McLeod St, Regina, SK S4S 4Y1

18(1)(b)

Name and Address of Broker:

Certificate Holder:
City of Regina

This is to certify that policies of insurance listed below have been issued by THE INSURER, to the Insured named above and are in force at this time.

Type of Insurance	Company	Policy Number	Expiration Date	Limit(s) of Liability
General Liability	18(1)(b)	18(1)(b)	Mar 1/13	Bodily Injury and Property Damage Inclusive Limits Products/Comp. Ops. \$5,000,000
Automobile Liability X Owned/Leased	18(1)(b)	18(1)(b)	Mar 1/13	Bodily Injury and Property Damage Inclusive Limits \$5,000,000
Automobile Environmental Liability	18(1)(b)	18(1)(b)	Mar 1/13	Limitation Limit \$5,000,000 Deductible \$1,000 Limited to Heavy Trucks Only
Motor Truck Cargo	18(1)(b)	18(1)(b)	Mar 1/13	Maximum Any One Vehicle \$32,000

Description of Operations: Refuse Collection

Cancellation: Should any of above described policies be cancelled before the expiration date thereof. The insurer will endeavor to mail ___ days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer.

Date Issued: April 26, 2012 .

Authorized Representative:

28(1) Personal



200 - 1881 Scarth Street Regina, SK S4P 4L1
Phone: (306) 787-4370, Fax: (306) 787-4205
Toll Free Phone: 1-800-667-7590
Toll Free Fax: 1-877-220-1671

Firm Number: 17(1)(b)(i)
Business Name: City Of Regina

Web LGS Request Results
This is in response to your request for a letter of good standing for a contractor or subcontractor. We have reviewed the subcontractor provided and the following outlines their current status with the Saskatchewan Workers' Compensation Board (WCB).
Confirmation #: 18(1)(b)
Date/Time: Thu Jul 05 10:03:54 CST 2012

On July 5, 2012 the following account(s) is in good standing with the Saskatchewan WCB.

Name	Firm Number	Description of Work	Status	Reference Number
Loraas Disposal Services Ltd	18(1)(b)	Contract Labour	OK	18(1)(b)

In accordance with Section 133 of the Workers' Compensation Act, 1979, prior to making payment(s) to a subcontractor you should obtain a clearance. If a clearance is not obtained prior to making payment(s) you will be liable for any outstanding premiums. Details of your liability are available by contacting Employer Accounts at the number listed at the top of this page.

