

REQUEST FOR PROPOSAL

2024-2029 Solid Waste Operations

Engineering Services

RFP # 6683-2024

The Resort Municipality of Whistler | February 2024

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THE PREMIER MOUNTAIN RESORT COMMUNITY
MOVING TOWARD A SUSTAINABLE FUTURE



Table of Contents

DEFINITIONS	6
1 Introduction	1
2 Specific Project Requirements (SPR)	2
2.1 Scope of Work	2
2.2 Standards	4
2.3 Insurance and Bonding	4
2.4 Payment	5
2.5 Contract Deliverables	6
2.6 Available Resources	6
2.7 Contract Term	6
3 Proponent Response	6
3.1 Proposal Format	6
3.2 Executive Summary	7
3.3 Proposed Work Plan	7
3.4 Proposed Costs	7
3.5 Proponent Qualifications	7
Company Profile and Experience.....	7
Safety Records	8
Sustainability and Innovative Approaches	8
3.6 Addenda	9
4 Project Brief	9
4.1 Submission & Award	9
4.2 Inquiries	10
4.3 Addenda	10
4.4 Duration of Proposal	10

4.5	No Contract	10
4.6	Acceptance	10
4.7	Right to Reject	10
4.8	Liability for Errors	11
4.9	Responsibility	11
4.10	No Collusion	11
4.11	Conflict of Interest	11
4.12	Solicitation of Council Members and RMOW Staff	11
4.13	Confidentiality	11
4.14	Proponents Expenses	11
4.15	Proponents Qualifications	12
4.16	Contract Terms and Conditions	12
4.17	Insurance	12
4.18	Subcontracting	12
4.19	Signature	12
5	The RMOW’s Commitment to Sustainability	13
6	Evaluation and Selection	13
6.1	Evaluation Team	14
6.2	Mandatory Criteria	14
6.3	Weighted Criteria Benchmarks	15
	Project Understanding	16
	Technical	16
	Qualifications and Experience.....	17
	Cost	17
6.4	Interviews	18
6.5	Litigation	18
6.6	Consideration of Relevant Factors	18

6.7 Additional Information..... 18

7 Form of Proposal.....20

8 Location Maps and Services22

9 RMOW Solid Waste Operations Agreement - Contract Terms and Conditions23

10 Solid Waste Data (2019-2023).....24

DEFINITIONS

“**SOLID WASTE**” shall mean landfill waste, recyclable and compostable materials from homes, businesses, institutions, and construction and demolition sites, and material accepted by Extended Producer Responsibility (EPR) programs.

“**RECYCLABLE MATERIAL**” shall mean materials that can be recycled, materials that are accepted by an Extended Producer Responsibility (EPR) program, including but not limited to: cardboard, paper, glass, metal, rigid plastic, film plastic, polystyrene foam, mattresses, batteries, drywall, tires, and woodwaste containing glue or paint.

“**LANDFILL WASTE**” shall mean household waste, refuse, commercial and industrial waste, and construction and demolition waste that may contain recycled or compostable materials. This material is sent to a landfill for disposal.

“**COMPOSTABLE MATERIAL**” shall mean biosolids, food waste, green waste, landclearing debris, clean wood waste and any other organic material.

“**TRANSFER STATION AREA**” shall mean the area inside the electric bear fence at District Lot 8085 in the Callaghan Valley.

“**FACILITIES**” shall mean the Nesters and Function Junction Depot sites as well as the Transfer Station Area and the buildings within the Transfer Station Area.

“**DIVERSION**” shall mean removal of compostable and recyclable materials from landfill waste prior to disposal of residuals in landfill. Compostable materials are sent to the composting facility and the collected recyclable materials are processed by third party agencies or EPR stewardship agencies.

1 Introduction

The Resort Municipality of Whistler (RMOW) has operated a Transfer Station located 15km south of Whistler Village in the Callaghan Valley since the closure of the Whistler landfill in 2006. Landfill waste is currently shipped from the Transfer Station to the Campbell Hill Landfill just outside of Cache Creek, BC. The RMOW owns two residential waste depots (located at Nesters and Function Junction) and the Transfer Station in Callaghan Valley. A compost facility is located adjacent to the Transfer Station. The residential drop-off depots receive Extended Producer Responsibility (EPR) materials such as mixed containers, flexible plastic packaging and paper products; food scrap organics; residential yard waste; and landfill waste. The transfer station collects landfill waste from the Industrial, Commercial, Institutional (ICI) sector, depots, and multi-family residential properties. Since 2009 the RMOW has also operated the Whistler Compost Facility adjacent to the Transfer Station, and the weigh scale serves both facilities. This Compost Facility is operated under a separate contract, but there are several synergies between the Compost Facility and the Transfer Station operations.

The RMOW is inviting qualified Proponents to provide proposals for operation and maintenance of the Whistler Transfer Station as well as supplying and maintaining landfill waste collection bins for the Nesters and Function Junction residential waste depot sites. The Proponent will be able to contribute expertise in the different aspects of solid waste management under the proposed contract and will be free to be creative and have control over the solid waste operations to provide the highest level of efficiency and fiscal responsibility in the management and operation of their defined scope of solid waste services. In doing so, the Proponent will reflect RMOW values and work in harmony with the local community by preventing unacceptable levels of noise, vermin, litter, odour, or any other unreasonable form of nuisance. The requirements of the contract will include:

- Receive, sort, and handle residual landfill waste, recyclables, and compostable materials at the Transfer Station including loading landfill waste containers (supplied by others).
- Provision and servicing of landfill waste compactors, recyclable compactors, and household compostable material containers at the Nesters and Function Junction depot sites.
- Transport small loads of compostable materials collected at the Transfer Station to the adjacent RMOW Compost Facility. Coordination with the Compost Facility operator is required.
- Provision and servicing of a landfill waste compactor at the Transfer Station.
- Establish agreements with the stewardship agencies for currently collected EPR materials (that are not already covered under agreements with the RMOW), and work with the stewardship agencies if any additional EPR programs become available.
- Inspection and maintenance of the Transfer Station and surrounding area, removing any litter that escapes from the facility or during transportation, and providing a report of these activities to the RMOW monthly.

- Adaptation of innovative ways to divert recyclable and compostable materials to reduce the amount of waste transported from the Transfer Station to the landfill.

The RMOW may require the contractor to establish contracts with the stewardship agencies for the EPR materials collected at the depots and transfer station where an agreement between RMOW and the stewardship agency doesn't exist. Currently, the RMOW has agreements with Recycle BC for processing recyclable materials collected at the Nester and Function Junction depots. In addition, RMOW has agreement with the Major Appliance Recycling Roundtable (MARR) for materials collected at the Transfer Station.

The interest of the RMOW specifically relates to the Proponents' performance of a Contract that provides a high level of service to the residents and businesses of the RMOW, maintains facilities provided by the RMOW to the degree required, reduces costs and landfilled waste amounts to the extent possible, and reflects Whistler's community spirit and culture.

This RFP is looking for proposals that offer innovative ways to support waste diversion, recovery, recycling and composting as per Whistler's Zero Waste Action Plan (2021 – 2026) ([Waste bylaws and plans | Resort Municipality of Whistler](#)). The Zero Waste Action Plan has set the target of 80% reduction in the waste volume and weight from 2019 levels by 2030¹ and the RMOW is looking for a contractor that will help reduce the amount of Whistler's waste that is landfilled. The RMOW will reward Proponents by sharing the cost-savings from reduced landfill disposal costs Refer to Schedule 'B' in the attached Solid Waste Operations Engineering Services found in Section 9. In addition, the RMOW is looking for ideas to reduce GHG emissions. Please include GHG reduction ideas in your proposal as that will form part of the Proposal evaluation.

2 Specific Project Requirements (SPR)

2.1 Scope of Work

TRANSFER STATION OPERATIONS

- The contractor will be responsible for receiving all solid waste (landfill waste and recyclables which includes compostable materials) at the Transfer Station as part of the transfer station facility operations defined in Schedule A Payment and Fees of the Solid Waste Operations Agreement found in Section 9.
- The contractor's scale house staff at a minimum will identify and record the weight and type of materials being delivered to the Transfer Station, their place of origin (civic address), and vehicle ID information.
- The contractor will also be responsible for inspection, sorting and handling of all landfill waste, recyclable and compostable materials, maintenance of the Transfer Station building roll up

¹ <https://www.whistler.ca/wp-content/uploads/2023/01/Zero-Waste-Action-Plan.pdf>

doors, electrified cattle guard and litter pick up inside the facility and outside in the surrounding area and down the road to highway 99 (Sea to Sky highway).

- The contractor will be responsible for repairing all damage by the contractor to RMOW facility assets, resulting from facility operational activities.
- The contractor will be responsible for moving small loads of identified compostable materials collected at the Transfer Station to the adjacent RMOW's Compost Facility.
- The RMOW may require the contractor to establish contracts with the stewardship agencies for the EPR materials collected at the depots and transfer station where an agreement between RMOW and the stewardship agency doesn't exist.
- Containers for collection of RecycleBC packaging and paper products will be provided by, and remain the property of, the Designated Post-Collection Service Provider, and is not included in the SPR of the RFP. Coordination with Recycle BC is required.
- The contractor will be responsible for innovating ways to divert more recyclable and compostable materials to reduce the amount of landfill waste transported from the Transfer Station.
- The Contractor will be responsible for placing residual landfill waste into containers provided by the RMOW or any entity that the RMOW contracts to transport and dispose of that residual landfill waste.

The contractor will not be responsible for hauling landfill waste from the facility, however the RMOW may ask the contractor to transport residual waste to a designated collection point.

The RMOW may sever the Scale Operations portion of this contract in the future, with notice.

RESIDENTIAL DEPOT OPERATIONS (NESTERS AND FUNCTION JUNCTION)

- Depot Operations shall include provision and servicing of:
 - Wildlife proof landfill waste compactors.
 - Wildlife proof containers for collection of household compostable food scrap organic material.
 - Yard waste containers for efficient collection of household yard waste between May 1 and October 31 each year.
- The contractor will service the compactors and containers to ensure they do not overflow. It will be up to the contractor on how best to monitor the level of the compactors and containers to ensure no overflows.

A detailed description of the required scope of work can be found in the Solid Waste Operations Agreement, Schedule A Payment and Fees – Work to be Performed, Sections 1 to 6 (refer to Section 9).

OTHER CONDITIONS

- The contractor will operate Facilities in a professional and diligent manner, performing all related functions with due regard to the intended use of the facilities and in keeping with principles set out in this RFP.
- The contractor will have complete control of the work, effectively directing and supervising the work to ensure conformance with the Contract and all acts and regulations.
- The contractor will provide responsibilities and duties of an Employer, as defined in current Occupational Health and Safety Regulations, and as may be amended in the future.
- The contractor must work in good faith with other Contractors who share the Facilities.
- The contractor must manage all Facilities to ensure safe and convenient movement of the various vehicle types throughout the sites.
- The contractor must provide a Contingency Plan to the RMOW within 30 days of the start of the contract. This plan will describe steps the Contractor will take to continue operations in the event of a stoppage of the shipment of landfill waste to the disposal site such as the highway route being blocked; or a labour disruption in related services.
- The contractor will hold Prime Contractor status for the facilities and must provide a Fire Management Plan and a Spill Response Plan to the RMOW for review and approval within 30 days of the start of the contract. The contractor will be responsible for fire and spill prevention as well as following the provided plans.
- The Contractor is encouraged to seek and propose alternate methodologies to increase diversion of recyclable materials and reduce the landfill waste disposal costs to the RMOW. The RMOW welcomes sharing potential cost savings from increased diversion with the operator and its operating staff.

2.2 Standards

The contractor shall:

- Comply with RMOW Solid Waste Amendment Bylaw (Tipping Fees) No. 2139,2017 and subsequent amendments to that Bylaw and its Schedules.
- Comply with all environmental guidelines and standards in the Province of BC, including, but not limited to the Environmental Management Act and its Regulations.
- Comply with all requirements of the Workers' Compensation Act.
- Comply with all other applicable local bylaws, Provincial, and Federal Acts and Regulations.

2.3 Insurance and Bonding

- The Contractor shall obtain and maintain a comprehensive general liability insurance in the amount of not less than \$5,000,000 per occurrence, covering the Contractor's work and services described by the Solid Waste Operations Agreement.

- To ensure the proper fulfillment of the scope of work in this Contract, the Contractor shall provide the RMOW with a Performance Bond in the amount of twenty-five (25%) of the first year's (12 months) contract value, which shall take effect upon the commencement date of the Contract and shall be maintained current for the term of the Contract including any extensions plus sixty (60) days. The Performance Bond shall be executed and delivered to the RMOW within twenty (20) days of award of Contract.

2.4 Payment

- The Depot Operations portion of the Contract will be paid for monthly in accordance with Schedule B Payment and Fee Schedule – Payment and Fee Schedule in the final Solid Waste Operations Agreement that will be negotiated with the Preferred Proponent. Refer to Section 9.
- The payment for the Transfer Station Operations portion of the Contract will also be paid for monthly and be calculated using the fees listed in Schedule B Payment and Fee Schedule – Payment and Fee Schedule in the final Solid Waste Operations Agreement.
- The compensation for landfill waste received over the inbound scale at the rate agreed to, excluding segregated recyclables, will be the quantity used to pay the Contractor on a per tonne basis.
- The Contractor will be compensated through the Diversion Incentive (a portion of the cost savings to the RMOW) if the Contractor can reduce costs to the RMOW by increasing the (weight based) portion of material diverted from disposal. Diversion calculation includes materials scaled as recyclable and compostable material as well as materials actively segregated from the landfill waste stream by the Contractor. The Diversion Incentive compensation bonus or penalty will be calculated as shown in Schedule B Payment and Fee Schedule – Payment and Fee Schedule of the final Solid Waste Operations Agreement. The Contractor will receive the agreed Diversion Incentive per 1% change from the 5-year average shown in Section 10. The RMOW is open to discuss potential incentives/ cost sharing options with the Contractor for diverting organics and recyclables from the landfill waste.
- The loading of landfill waste containers will be paid for on a per tonne basis using the fees listed in Schedule B Payment and Fee Schedule of the final Solid Waste Operations Agreement, and the bonus / penalty for container weights will encourage the Contractor to remove bulky recyclable items and thoroughly crush/ compact or pre-sort for hazards then grind the solid waste that is placed into the transport containers for landfill disposal. The weight used for calculation is that provided by the landfill waste haul and disposal contractor.
- The RMOW will charge the contractor for any associated penalties the RMOW pays due to the improper disposal of recyclables to the landfill.
- The Contractor may increase the rates in Schedule B Payment and Fee Schedule of the Solid Waste Operations Agreement, by 50% of any increase in the Canadian Consumer Price Index

(CPI), excluding energy as published by Statistics Canada, effective May 1 of each year of the contract, except as noted in Schedule B Payment and Fee Schedule. The CPI information can be found at: <http://www.statcan.gc.ca/tables-tableaux/sum-http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>.

- The Contractor's monthly invoices will be payable, net 30 days, upon submission of all required information to verify the payments applicable to that month, and any inspection and maintenance reports required by the contract. The Contractor's invoices must be submitted in a manner acceptable to the RMOW.

2.5 Contract Deliverables

The Contractor will record the quantities of all materials received, material type, place of origin (civic address), vehicle ID information at the Transfer Station, broken down into categories as specified by the RMOW. Collected scale data will be included as part of the monthly invoice information submitted each month to the RMOW for payment. The RMOW reserves the right to access the recorded information on as needed basis, either through a data request, an auto populated cloud-based data server accessed by RMOW staff or other means as agreed. The Contractor will share with the RMOW who the business is (the recycler) that is to receive RMOW Transfer Station material for recycling purposes.

2.6 Available Resources

The RMOW will provide the following information:

- Landfill waste received in the last 5 years (2019-2023).
- Recyclables and compostables sorted out, and percent diversion in the last 5 years (2019-2023).
- Refer to Section 10.

2.7 Contract Term

The standard contract term will be for 5 years, and renewal terms will be considered depending on the mutual agreement of both parties.

3 Proponent Response

3.1 Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response, and ensure each proposal receives full consideration:

- Total electronic individual file size shall be less than 9MB.
- All pages should be consecutively numbered;
- An unaltered and completed Form of Proposal as the cover page;

- Table of contents;
- The proposal sections as detailed below.

3.2 Executive Summary

Should be a high level, concise summary of project understanding and overall proposal contents.

3.3 Proposed Work Plan

Proposals should include a work plan that will detail an approach/strategy and methodology to meet the objectives, including a description of key ideas proposed to improve service levels, increase diversions, and reduce the overall waste management costs to the RMOW. The work plan should indicate what key team members will be performing each task.

The Proponent must include a description of the approach and steps that they would take to transition the Solid Waste Operations scope of work from the current operations, so as to minimize any disruption in service.

3.4 Proposed Costs

All proposals must include a completed Schedule B Payment and Fee Schedule –in Section 9.

The quoted prices listed by the Proponent in Section 9 (Schedule B Payment and Fee Schedule – Payment and Fee Schedule) will represent the entire cost to perform the services outlined in this RFP; this includes all fees, permits, and utility costs associated with performing the services.

3.5 Proponent Qualifications

Proposals should include a description of the Proponent (The Firm/Company) and the Proponent's key team member's qualifications that demonstrate the ability to undertake the proposed project. Proposals should include a summary of key team members, outlining individual skills, experience, qualifications as well as their proposed roles and responsibilities within the delivery of this specific scope of work.

Resumes should also be included for the Proponent's key team members to be used in carrying out the various components of the operating program. Resumes should emphasize skills that are relevant to the SOW of the project. Previous project work should include completion dates. Prior to any Proponent key member being changed during the evaluation or post bid process, resumes must be submitted for approval to the RMOW.

Company Profile and Experience

Demonstrate and provide:

- 1) A description and background of the Proponent (The Firm/Company) with proof of satisfactory history of a minimum of five (5) years of providing municipal depot and transfer station management services.

- 2) Three (3) references from current and former clients, including the following:
 - a. Contact information (contact name, title, phone number, email address)
 - b. Client location
 - c. Key individuals involved
 - d. Duration of contract agreement (start and completion dates)
 - e. Value of contract and estimated waste quantities associated with contract
 - f. Description of types of waste managed
- 3) Organizational Chart, showing key members on the Proponent's staff.
- 4) Current and past regulatory compliance records with applicable federal, provincial or local government laws, bylaws and licencing and/or permit conditions.
- 5) Verification of financial capacity by submitting appropriate documentation (e.g. notice of any liens, bankruptcy protection, etc.)
- 6) Verification of contingency plan to ensure minimal service interruptions.
- 7) Verification of fire management and spill response plans.
- 8) Innovative ideas/strategies of incentivizing and maximizing waste diversion and reduce the number of trips to the landfills.
- 9) GST registration number.

Safety Records

Provide proof of satisfactory safety record in the form of:

- 1) Health and Safety Plan, including safe work procedures and incident investigation and reporting procedures.
- 2) WorkSafeBC experience rating, or similar safety records from applicable Worker's Compensation Board in local jurisdiction to demonstrate satisfactory safety record.

Sustainability and Innovative Approaches

Provide information outlining the following:

- 1) Sustainability mission statement.
- 2) ISO 14001 or other environmental management systems used to improve environmental performance.
- 3) Other sustainability initiatives and measurable outcomes including a list of sustainability-related awards received.

The RMOW is interested in innovative solutions that can help maximize the diversion of recyclables from the landfill waste and decrease the number of trips to the landfill disposal site.

Describe any innovative approaches related to waste sorting and handling that align with the RMOW's goal to maximize diversion of recyclables from the landfill waste. Preference will be given to proposals

that demonstrate capability to increase diversion of recyclables and reduce the amount of waste going to the landfill.

The RMOW does not support shredding of recyclables comingled in the landfill waste as an acceptable form of landfill waste volume reduction technique without satisfactory health and safety risk mitigation protections in place.

3.6 Addenda

Provide acknowledgment of receipt and careful examination of all addendums posted by indicating so in the Form of Proposal.

4 Project Brief

This is a Request for Proposal (RFP) and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the “Proponent” as the entity preparing the response to the RFP. The term “Contractor” is used to represent the Proponent after the Contract is signed.

The “Preferred Proponent” is the Proponent judged to have the “best overall proposal” based on the evaluation score outlined in Section 6 Evaluation and Selection which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would be commenced with them.

4.1 Submission & Award

The Proposal can be submitted via email to the RMOW representative at:

Name: Eva Robertsson, P.Eng., Environmental Engineer, Solid Waste

Email: erobertsson@morrisonhershfield.com

The proposal should be submitted with the price quoted in \$CDN for the Specific Project Requirements (SPR) defined in Section 2 on or before: March 15, 2024, at 04:00 pm.

Following the closing date of the RMOW intends to provide the Notification of Award the contract to the preferred Proponent on or before: April 26, 2024.

4.2 Inquiries

All inquiries related to this RFP should be directed in writing (by email) to:

Name: Eva Robertsson, P.Eng., Environmental Engineer, Solid Waste

Email: erobertsson@morrisonhershfield.com

Please clearly identify the RFP number and title when submitting a question.

4.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW and BC Bid web sites no less than 3 calendar days prior to closing.

4.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Proponent is accepted by the owner.

4.5 No Contract

This RFP is an invitation for Proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including prices; and may negotiate with one or more Proponents, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals before the closing date.

4.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Proponent. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

4.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

4.8 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive.

4.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the RMOW project manager.

4.10 No Collusion

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

4.11 Conflict of Interest

A Proponent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees. The RMOW may rely on such disclosure.

4.12 Solicitation of Council Members and RMOW Staff

Proponents and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 0 at any time prior to the award of a contract or the cancellation of this RFP.

4.13 Confidentiality

All Proposals become the property of the RMOW and will not be returned to the Proponent. All Proposals will be held in confidence by the RMOW unless otherwise required by law. Proponents should be aware the RMOW is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

4.14 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the RMOW or its representatives and contractors, relating to or arising from the RFP. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

4.15 Proponents Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

4.16 Contract Terms and Conditions

The successful Proponent, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW Solid Waste Operations Agreement attached in Section 9.

4.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Proponent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

Insurance	Contractor
<i>Commercial General Liability (CGL)</i>	\$5 million per occurrence

4.18 Subcontracting

Proposed subcontractors must be listed with attached resumes of key team members. A joint proposal submission must indicate which Proponent has overall responsibility of the project.

4.19 Signature

The legal name of the person or firm submitting the Proposal should be inserted in the Form of Proposal (Section 7). The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or

- If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

5 The RMOW's Commitment to Sustainability

The Whistler community understands that sustainability is not just about the environment; that three concepts (ecological integrity, fiscal viability, and social justice) point to a larger and integrated strategy, and that these three concepts lead to better decisions when considered together.

In 2018 the Resort Municipality of Whistler adopted their Official Community Plan (OCP) which is Whistler's most important guiding document that sets long term community direction. Working with the framework of the OCP, the community has aimed to steadily integrate the sustainability objectives broadly into all aspects of community vision, planning, development and the protection of its natural assets.

Through the consistent application of the sustainability objectives, our community is striving to integrate climate change mitigation into all community policies and practices. Whistler understands that we will have to find a way to do things more efficiently in order to progress towards our sustainability goals.

The RMOW is looking for proposals that clearly understand our community's values and measurably move our community further along the journey toward success and sustainability as articulated within our OCP vision. More information is available at [Whistler's Vision and OCP | Resort Municipality of Whistler](#) for reference in the proposal process.

6 Evaluation and Selection

The RMOW reserves the right to select the proponent best suited for this project and intends to evaluate Proposals as fairly as possible. The RMOW reserves the right to make changes to the evaluation process prior to the Proposal submission date.

The RMOW has disclaimed any intention to assume contractual or other obligations to proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds, whether it proceeds with one of the proponents, or how it will evaluate proposals. While the RMOW intends to evaluate proposals as fairly as possible, proponents should be aware the RMOW may evaluate proposals on any basis whatsoever, whether specifically identified in this document or not. Proponents should be aware that various matters may be considered by the RMOW when evaluating proposals, including, for example:

- Whether, or to what extent, a proponent has complied with the Proposal requirements set out in this document
- The RMOW's assessment of the ability of the proponent to successfully perform the work
- Proposed costs
- Technical innovation
- The nature of any previous dealings the RMOW has had with a proponent

If a Proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the Proposal.

The RMOW may contact any or all of the proponents to seek further clarification and information before awarding the contract.

Finally, the RMOW intends to evaluate all proposals according to the scoring matrix outlined in this section below. Note that the RMOW will select the Proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, skilled and experienced personnel, project understanding, vision, proposed approach to achieving the specified goals, as well as estimated total costs. The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent bids.

6.1 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The evaluation team may consist of one or more persons at the Evaluation Team's discretion. The Evaluation Team may consult with other RMOW staff, or third party individuals at their discretion.

6.2 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check -✓
1. The proposal must be received by the specified closing date and time. ²	
2. Proposals must be in English.	
3. Proposals must follow the specified Proposal Format.	
4. The proposal includes a completed Form of Proposal and Payment and Fee Schedule (Section 9 - Schedule B Payment and Fee Schedule)	

² An additional 24 hours may be granted the proponent if the proponent reports to the RMOW proposal representative in writing prior to the specified closing date and time that additional time will be needed.

6.3 Weighted Criteria Benchmarks

Evaluation Matrix

The Evaluation Team intends to evaluate all proposals according to the evaluation matrix criteria categories outlined below. If minimum required points are not met in one or more of the evaluation criteria, the Proposal will not be considered for award.

Criteria	Available Points	Minimum Required Points
Project Understanding	10	5
Technical Capabilities, Qualifications and Experience	35	25
Commitment to Waste Diversion, Greenhouse Gas reduction, and RMOW Sustainability Goals	25	15
Cost	30	20
TOTAL	100	65

Scoring Table

The Evaluation Team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Proponents an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the Evaluation Team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Exceptional; far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.
20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that is not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

Project Understanding

The Proponents will be scored on their understanding of the Proposal as described in the Specific Project Requirements (SPR) Section 2. As a part of the Proposal, include a narrative that illustrates an understanding of the Request for Proposal requirements. The Evaluation Team will take the entire Proposal submission into consideration when evaluating the Project Understanding section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the overall approach tailored to the needs of the RMOW as described in the RFP?
Is the Proposal easy to read and concise?
Does the submitted Proposal acknowledge all required criteria of the SPR accurately?

Technical

The Proponent will be scored on their work plan to perform the project, and should express high level solution to the tasks in the SPR. The Evaluation Team will take the entire Proposal submission into consideration when evaluating the Technical section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the work plan plausible and tailored to the needs of the RMOW?
Are the proposed equipment and resources to be used sufficient for the work?
Does the proponent have a back-up equipment plan if the primary equipment breaks down or needs longer period servicing which would impede services required?
Have the methods described in the work plan previously been used in past projects and were they successful? Is there evidence that this is the optimal solution?
What is the estimated change in diversion from the proposed innovative ways to divert recyclable and compostable materials and reduce the amount of landfill waste from the Callaghan Valley Transfer Station?
What are the proposed service and maintenance standards at Depot and Transfer Station sites?

Qualifications and Experience

Qualifications of the Proponent and Proponents team are to be submitted according to Section 3.5. Only qualifications that are relevant to the SPR will be considered when evaluating this section. References may or may not be contacted.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Proven performance and relevant experience of the proponent in the industry.
Qualifications of the personnel and how they relate to the tasks they are responsible for as described in the Proponents Proposal.
Proponent's team's experience with similar projects within the last 5 years. Submitted experience beyond the previous five (5) years will not have weight on the scoring.
Work performed for submitted references is by the proposed team members and is within the last five (5) years and is relevant to the SOW of the project.
Management capability, capacity, skills and qualifications of the proponent
Has the Proponent provided the information requested in Section 2?

Cost

Cost evaluation will be based on the completed Payment and Fee Schedule (Schedule B Payment and Fee Schedule) provided in Section 9. The RMOW will estimate total annual cost based on the monthly costs, average tonnages multiplied by the unit rates, estimated bonus and penalty, and estimated change in diversion due to proposed services.

Cost evaluation is broken into two parts: the lump sum and the payment schedule cost breakdown. The lump sum is worth 95% of the points available and the payment schedule is worth 5% of the points available.

Scoring

Prompts	Weighting
<p>The estimated total annual cost of the Solid Waste Services will be evaluated using the following equation</p> $\frac{\text{Lowest Priced Proposal}}{\text{This Proposal's Price}} \times \text{Points Available} \times 95\%$	95%

The Payment Schedule sheet is clear and complete	5%
--	----

6.4 Interviews

If final tabulated scores are within 5 points, the Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide either clarifications of their Proposals or a request to present on specified criteria and scoring. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Interview questions and scoring may or may not be provided to the Proponent before the interview.

6.5 Litigation

In addition to any other provision of this RFP, the RMOW may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RMOW, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RMOW will consider whether the litigation is likely to affect the Proponent's ability to work with the RMOW, its Contractors and representatives, and whether the RMOW's experience with the Proponent indicates that there is a risk the RMOW will incur increased staff or legal costs in the administration of the Contract if it is awarded to the Proponent.

6.6 Consideration of Relevant Factors

The RMOW reserves the right to decline to select any Proponent which the RMOW, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to RMOW as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

6.7 Additional Information

The RMOW reserves the right to select the Proponent best suited for the project and intends to evaluate the proposal(s) as fairly as possible. The RMOW reserves the right to make changes to the evaluation process prior to the proposal submission date.

The RMOW has disclaimed any intention to assume contractual or other obligations to Proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds with one of the Proponents, or how it will evaluate proposals.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not

overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any or all of the Proponents to seek further clarification and information before awarding the contract.

7 Form of Proposal

RFP Project Title: 2024-2029 Solid Waste Operations

RFP Reference No: 6683-2024

Legal Name of Proponent:

Contact Person and Title:

Business Address:

Telephone:

E-Mail Address:

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the contractor, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

(addenda, if any)

and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Solid Waste Operations Agreement, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor/contractor at the place(s) of the Services has been designated as the "prime contractor/contractor", I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this _____ day of _____, 2024

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

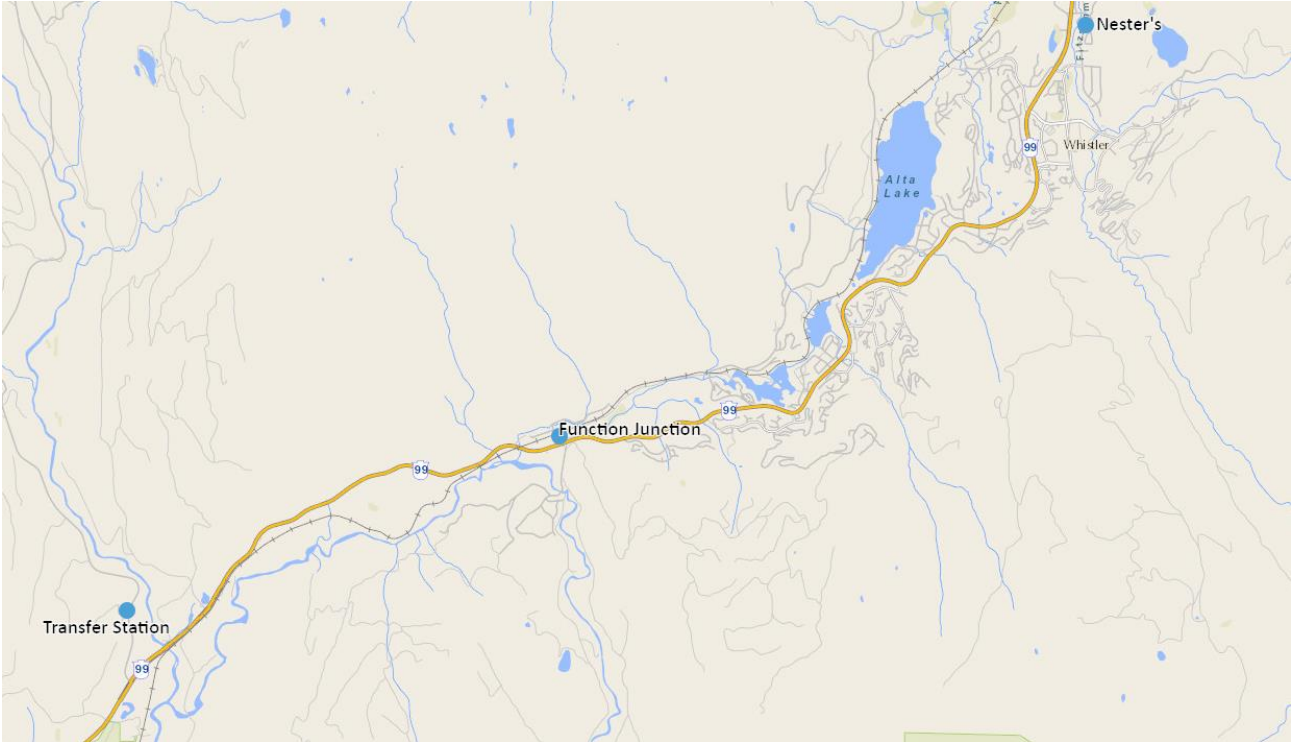
(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

8 Location Maps and Services

Operation of three sites is included in the Work described in this RFP. The facility names and addresses are provided below, followed by a location map for each facility.

Facility Name	Address
Nester's Depot	8010 Nesters Road, Whistler, BC V0N 1B0
Function Junction Depot	1001 Lynham Road, Whistler, BC V0N 1B1
Whistler Transfer Station	100 Brandywine Forest Service Road, Whistler, BC V0N 1B1



Source map: iMapBC [web application], accessed 2023-12-15 at [iMapBC \(gov.bc.ca\)](http://iMapBC.gov.bc.ca)

9 RMOW Solid Waste Operations Agreement - Contract Terms and Conditions

[2024-2029 Solid Waste Operations Agreement]

THIS AGREEMENT is effective as of the XXth day of XXXXXXXX, 2022.

BETWEEN:

The Resort Municipality of Whistler, having an address at 4325 Blackcomb Way, Whistler, B.C.V0N 1B4

(the "RMOW")

AND:

[Contractor Firm Name] having an address at [Contractor's full address]

(the "Contractor")

Pursuant to a [Request for Proposals/Invitation to Tender...] entitled [insert title of the RFP/ITT] [Contractor/Firm Name] has been selected as the preferred proponent to complete the "Work" outlined in Schedule A.

The RMOW and Contractor agree that the Contractor shall provide the services described in Schedule A in accordance with the terms and conditions of this Master Service Agreement (the "Agreement.")

NOW THEREFORE THIS AGREEMENT WITNESSES for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1 INTERPRETATION

1.1 Definitions

In this Contract unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) "Business Day" has the meaning given in Section 16.1 of this Contract.
- (b) "Change Order" means a change within the general scope of Services which may alter the Services, fees and prices and payments.
- (c) "Compost Facility Area" shall mean the area south of the transfer station area on District Lot 8085 including the compost tunnels, the compost building, and the cleared storage area south of the compost tunnels.
- (d) "Compostable Material" shall mean biosolids, food waste, green waste, landclearing debris, clean wood waste and any other organic material.
- (e) "Confidential Information" means:
 - (i) any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential

or proprietary in nature, whether marked as such or not, obtained directly or indirectly from RMOW and whether obtained by the Contractor before or after the date of this Contract, including without limitation, corporate records and employee records;

- (ii) any information, in whatever form, designated by the RMOW in writing as confidential or proprietary or marked with words of like import when provided to the Contractor or any other Person;
 - (iii) information orally conveyed to any director, officer, employee or other representative of the Contractor, if RMOW states at the time of the oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof to the Contractor within ten (10) days of the oral conveyance; and
 - (iv) all Work Product as defined in this Contract, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information.
- (f) **“Confidential Information”** does not mean:
- (i) which was in the possession of the Contractor prior to disclosure by the RMOW;
 - (ii) which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Contractor;
 - (iii) which is independently developed or learned by the Contractor without use of any Confidential Information;
 - (iv) which the Contractor receives from a third Person who was free to make such disclosure without breach of any legal obligation, and
 - (v) provided that the Contractor can demonstrate to the satisfaction of RMOW that such information falls within the scope of the exclusions set forth above.
- (g) **“Contractor’s Representative”** has the meaning given in Section 18.1 of this Agreement.
- (h) **“Designated Collection Point/DCP”** shall mean the location from where empty containers will be transported by the Contractor to the RMOW’s Transfer Station, and where loaded containers will be delivered by the Contractor from the Transfer Station.
- (i) **“Dispute”** means any difference between the RMOW and the Contractor, of any claim, or any dispute, relating to or arising out of the Services or the interpretation of the Agreement, or any failure by the RMOW and the Contractor to agree where the Agreement call for agreement.
- (j) **“Deleterious Substance”** means any substance that, if added to any water would degrade or alter the water quality such that it could directly or indirectly harm fish, fish habitat or would be considered a wildlife attractant.
- (k) **“Facilities”** shall mean the fences, structures, gates and area at the Nesters and Function Junction Depot sites as well as the Transfer Station Area and the electric bear-proof fence, fabric structures, and buildings within the Transfer Station Area.
- (l) **“Overflow”** shall mean any landfill waste, recyclable material, or compostable material that ends up on the ground at the depot sites because the proper container or compactor is already full.

- (m) **“Person”** means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a government or an agency or instrumentality thereof.
- (n) **“Records”** has the meaning set out in Section 5.1 of this Agreement.
- (o) **“Recyclable Material”** shall mean materials that can be recycled, materials that are accepted by an Extended Producer Responsibility (EPR) program, including but not limited to: cardboard, paper, glass, metal, rigid plastic, film plastic, polystyrene foam, mattresses, batteries, drywall, tires, and woodwaste containing glue or paint.
- (p) **“Residual Landfill Waste”** shall mean household waste, refuse, commercial and industrial waste, and construction and demolition waste that **cannot** be recycled or composted. This material is sent to a landfill for disposal.
- (q) **“RMOW Representative”** has the meaning given in Section 18.1 of this Agreement.
- (r) **“Solid Waste”** shall mean landfill waste, recyclables and compostable materials from homes businesses, institutions, and construction and demolition sites, and material accepted by Extended Producer Responsibility (EPR) program.
- (s) **“Term”** has the meaning given in Section 2.1 of this Agreement.
- (t) **“Transfer Station Area”** shall mean the area inside the electric bear fence at District Lot 8085.
- (u) **“Unacceptable Waste”** shall mean that may not be disposed at the Disposal Site under any Federal, Provincial, local law or regulation, permit or permit condition, and without limiting foregoing, is intended to mean and include those substances that are not normally expected to be disposed of at a municipal solid waste landfill within the Province of British Columbia.
- (v) **“Work Product”** means all that which is prepared, produced or developed by the Contractor as a result of this Contract, whether in written or electronic form and all copies of same. Work Product includes but is not limited to reports, data (including recorded “personal information” about an identifiable individual), information, calculations, logs, working papers or finished copy documents or information of any kind prepared or acquired by the Contractor in connection with this Contract.

1.2 Headings

The division of this Contract into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Contract.

1.3 Use of the Word “Including”

The word “including” when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word “including” or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

1.4 Currency

All transactions referred to in this Contract will be made in lawful currency of Canada.

1.5 Singular, Plural, Gender and Person

Wherever in this Contract the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

1.6 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.7 Schedules

The following attached schedules (the "Schedules") are incorporated in this Contract and are deemed to be part of this Contract:

Schedule A	-	Work to be Performed
Schedule B	-	Payment and Fees
Schedule C	-	Insurance
Schedule D	-	Approved Subcontractors
Schedule E	-	Contractor's Submission
Schedule F	-	RMOW Procurement Documents

1.8 Order of Priority

If there is a conflict between a provision in a Schedule to this Contract and any other provision of this Contract, the other provision of this Contract will prevail unless the provision in a Schedule expressly states that it will prevail over a conflicting provision of the Contract. If this Contract is a result of a competitive procurement process, the order of priority of documents from highest to lowest will be:

this Contract;

Schedules A, B, C, D, E, and F;

the RMOW's purchase order for the Work (if any);

extracts from the Contractor's Submission respecting the Work, that are attached as a Schedule (if any); and

extracts from RMOW's Procurement Documents respecting the Work, that are attached as a Schedule (if any).

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement (the "Term") will commence from the date the contract is executed for a total of five (5) years, subject to the following:

- (a) earlier termination in accordance with the terms of this Agreement; and
- (b) renewal or extension for one (1) additional five-year Term on such terms as the parties agree to in writing.

3 WORK TO BE PERFORMED

3.1 Performance of Work

The Contractor shall provide the Services described in Schedule A in accordance with this Agreement.

3.2 Service Standards

The Contractor will at all times during the Term of this Agreement perform the Services using standards, practices, methods and procedures to a good commercial standard, in accordance with and conforming to all applicable law and exercising that degree of care, skill and diligence which would reasonably and ordinarily be expected from a qualified, skilled and experienced person in British Columbia providing Services similar in scope, nature and complexity to the Services.

3.3 Supervision

The Contractor shall ensure all persons employed or retained by the Contractor to provide the Services are competent to perform them, meet all professional qualifications, and are properly trained, instructed and supervised.

3.4 RMOW Instructions

RMOW may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the Services required to be provided. The Contractor shall comply with those instructions; however, the Contractor shall determine the manner in which the instructions are carried out.

3.5 RMOW Facilities

The RMOW may, but is not required, to provide any facilities (including but not limited to work space, office equipment, computer equipment, telephone or other communication devices, or secretarial support) or other technical, accounting, transportation or other support services to the Contractor. Any instruments or tools necessary to provide the Services are the responsibility of the Contractor and are provided at the sole risk and expense of the Contractor. For certainty, the RMOW's provision of any facilities shall be for the convenience of the parties only and shall not create or be deemed to create an employment, partnership, joint venture or agency relationship between the parties.

3.6 Security Requirements

Only the employees of the Contractor specifically assigned to provide the Services and will be allowed on site at any of RMOW's facilities. RMOW will inform the Contractor of all applicable procedures related to security. The Contractor will comply with all applicable RMOW procedures relating to security that the Contractor has been thereby informed of.

3.7 RMOW Procedures and Policies

The Contractor and any of its employees providing the Services will comply with all RMOW policies or procedures, including with regard to security, fire and safety, conflict of interest, standards of business conduct, human rights, harassment, workplace conduct and other policies or procedures of a like nature, that it has been provided copies of or otherwise been made reasonably aware of.

3.8 Representations and Warranties

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

- (a) the Contractor is legally entitled to carry on its business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) the Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
- (c) all necessary proceedings have been taken to authorize the Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) this Agreement has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- (e) any statement, representation or information, made, furnished or given by the Contractor, its principals, partners, directors, officers or anyone acting on behalf of the Contractor, to the RMOW in connection with this Agreement is materially correct and accurate;
- (f) the Contractor has no knowledge of any fact that materially adversely affects or, so far as can be foreseen, might materially adversely affect its ability to fulfill its obligations under this Agreement;
- (g) the Contractor has no knowledge of any claims against it that in either case would materially adversely affect its ability to fulfill its obligations under this Agreement;
- (h) the Contractor is in compliance with all tax, Workers' Compensation and other legislation, regulations and laws to which it is subject, and holds all permits, licences, consents and authorities required by law to conduct its business;
- (i) the Contractor's employees specifically assigned to provide the Services are suitably qualified to enable full and proper provision of the Services;
- (j) the Contractor accepts all risks within this Agreement identified as being borne by the Contractor;
- (k) the Contractor will comply with all the requirements of this Agreement and will perform all its obligations hereunder;

- (l) no partnership, joint venture or agency involving the RMOW is created by this Agreement; and
- (m) all personnel hired, retained or engaged by the Contractor to provide the Services and are not the employees of the RMOW. The Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee between the Contractor and its employees specifically assigned to perform the Work.

4 TERMS OF PAYMENT

4.1 Fees and Prices

The Contractor shall invoice and be paid by the RMOW in accordance with the agreed upon fees and pricing in Schedule B and terms of this agreement. The Contractor will be responsible for determining whether the Services provided are subject to any applicable taxes.

4.2 Invoices

Payments will be made on receipt of the Contractor's monthly itemized account or for such other periods as may be mutually agreed subject to verification by the RMOW that the Services have been satisfactorily performed. The Contractor's itemized account shall show the period the billing pertains to, specific time worked in the billing period if applicable, a clear and concise description of the work completed, and shall itemize all taxes as separate line items. Where required by the RMOW, the Contractor will deliver to the RMOW a written statement of any goods and services taxation and or business identification numbers in addition to any other billing information reasonably required by the RMOW. Collection data (scale data) will be submitted at the time invoices are submitted to the RMOW for payment.

4.3 Disbursements

RMOW is not obliged to pay the Contractor any monies other than the agreed upon fees and pricing. The Contractor is not entitled to reimbursement for any other expenses or disbursements of any kind except those that are necessarily and reasonably incurred due to a change in scope and have been approved in advance in writing by the RMOW or such other expenses or disbursements that have been approved in advance by the RMOW. Reimbursement is subject to submission of evidence of actual expenditures satisfactory to the RMOW and to applicable expenditure policies and procedures.

4.4 Non-Resident of Canada

If the Contractor is not a resident of Canada, RMOW may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

4.5 Services Provided after Expiry of the Term

No payment will be made for Services provided after the Term of this Agreement unless the Term has been renewed or extended in accordance with this Agreement.

4.6 Withholding of Payments

In the event that the Contractor fails to perform its obligations pursuant to the Agreement on a timely basis the RMOW may at its discretion withhold any payments otherwise owed to the Contractor, pending performance of such obligations. No interest will be paid to the Contractor as a result of any such

withholding. Any withholding of payments are in addition to and will not prejudice RMOW's other rights and remedies under this Agreement.

4.7 Payment due Date and Method of Payment

Payment by the RMOW shall be net thirty (30) days from the receipt of invoices provided by the Contractor in accordance with the terms of the Agreement. Payment by the RMOW will be made by direct deposit, Contractor to fill out and submit RMOW Direct Deposit Form.

5 RECORDS

5.1 Records

The Contractor will keep complete books and records (the “**Records**”) relating to the provision of the Services and Work Product which may include performance of the work and other reports, accounting records, invoices, receipts and expenses incurred in the form and content satisfactory to the RMOW acting reasonably and shall retain all such Records for two years following termination of the Agreement, or for any longer period required by law.

5.2 Inform RMOW

Upon the RMOW's request, the Contractor shall fully inform the RMOW of all work done by the Contractor or an approved subcontractor in connection with providing the Services under this Agreement.

5.3 Inspection

The Contractor shall permit the RMOW at all reasonable times during the Term of this Agreement and for a period of two (2) years thereafter (the “**Access Period**”), to inspect, review and copy all Work Product and other material that has been produced or received by the Contractor and any approved subcontractor as a result of this Agreement including without limitation accounting records, findings, software, data, specifications, drawings, reports and documents whether complete or not (the “**Documentation**”). The RMOW may make a request for access to the Documentation beyond the Access Period in which case the Contractor will, to the extent that it (a) deems the access commercially reasonable in its sole discretion and (b) has copies of the requested Documentation in its possession or reasonably accessible, provide the RMOW with copies of, or access to, the requested Documentation.

5.4 Audit

The RMOW shall have the right to audit the work performed by the Contractor during the Term of this Agreement and for two (2) years following expiry of the Term or any extension thereof.

6 INDEPENDENT CONTRACTOR

6.1 Independent Contractor

The Contractor is at all times an independent Contractor with control over the manner and means of the Contractor's performance. The Contractor is not an employee, servant or agent of RMOW and nothing herein shall create or be deemed to create a partnership, joint venture or agency relationship between the parties. The Contractor is primarily responsible for provision of the Services and may not delegate or assign any services or work to any other person without the prior written consent of RMOW. The Contractor will

be solely liable for the wages, fringe benefits, work schedules and work conditions of any directors, officers, servants, agents and employees.

6.2 No Entitlement to Benefits

As an independent Contractor, the Contractor is not entitled to any benefits or payments whatsoever over and above those specifically provided for in this Agreement. Specifically the Contractor will not be entitled to any rights or privileges as are available from time to time to employees of RMOW including without limitation insurance benefits, health benefits, holidays and paid vacation.

6.3 Control and Direction of Employees

The Contractor acknowledges that the Contractor is responsible for the control and direction of the Services and the control and direction of the Contractor's employees.

6.4 Statutory and Other Payments

The Contractor shall be liable and responsible for payment to the proper authorities of all income tax payments, employment insurance premiums, Canada Pension Plan contributions and assessments, and all other employment expenses, statutory or otherwise in relation to the Services provided under this Agreement.

6.5 Workers Compensation

- (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for the Contractor and employees of the Contractor engaged in the Services;
- (b) The Contractor shall comply with and ensure that any Subcontractors comply with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers' Compensation Act and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services and pursuant to Section 118 of the Workers' Compensation Act.
- (c) The RMOW may, on twenty-four (24) hours written notice to the Contractor, but without notice in the event of an emergency, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the RMOW be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

6.6 Contractor's Costs of Tax Compliance

It is clearly understood and agreed that the costs to the Contractor in complying with the preceding provisions are not subject to additional reimbursement over and above the amount provided for under the terms of this Agreement.

6.7 Risk of Liability

The Contractor assumes all risk and liability for personal injury or damage to personal property caused by the Contractor's mishap, negligence or willful misconduct in carrying out the terms of this Agreement and for which adequate levels of insurance coverage shall be obtained by the Contractor.

6.8 Fire Safety Requirements

The Contractor shall be responsible for the protection from fire of Transfer Station Area as well as the immediately adjacent properties and appropriate response in the event a fire occurs. The Contractor shall call the Fire Dept. immediately when a fire occurs and shall take initial action to extinguish or contain the fire at any of the facilities as long as it is safe to do so. When safe to do so the Contractor will notify the RMOW of the fire. Where a fire is caused by the Contractor or by any person for whom it is in law responsible, or where the Contractor or any person for whom it is in law responsible negligently permits the escape of a fire from the Facilities whether or not the fire is caused by the Contractor or persons for whom it is in law responsible, the Contractor will be liable for all costs associated with fighting the fire, and will indemnify and save harmless the RMOW from and against any loss, cost or liability whatsoever suffered or incurred by the RMOW in respect of the fire, and this indemnity shall survive the expiry or earlier termination of this Contract.

The Contractor, at his own expense, shall ensure that he and all agents and persons employed by the Contractor or under his control:

- (a) Take all necessary precautions to prevent fire occurring in or about the Facilities and employ its own workers to extinguish all such fires caused or contributed to by the fault or negligence of the Contractor or any agent or person employed by the Contractor or under its control or any other person;
- (b) Observe and comply with all laws, bylaws, and regulations in force respecting fires and, comply with all regulations and instructions made respect to fires or the prevention or extinguishing of fires;
- (c) Strictly obey and enforce a no smoking policy at the Facilities; and
- (d) Perform all Work in a fire-safe manner and shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the Facilities adequate and proper fire-fighting equipment.

6.9 No Agency

The Contractor will not commit or purport to commit the RMOW to pay any money unless specifically authorized by this Agreement.

7 BUSINESS PREMISES/LICENCE

7.1 Place of business

Unless the RMOW will be providing facilities under Section 3.6 of this Agreement, the Contractor, at its own expense, will establish and maintain during the Term, a proper place of business at a lawful place that allows for reasonable commute or accessibility to the Project site from which the business and supervision of this Agreement will be carried out.

7.2 Business Licence

If the Contractor maintains a place of business within the municipal boundaries of the RMOW, or generates revenue from business activity within the municipal boundaries of the RMOW, the Contractor will at all times during the Term be in possession of a valid and subsisting business licence issued to it by the RMOW and authorizing it to carry out and perform the Services required to be performed under this Agreement.

8 OWNERSHIP

8.1 Work Product

The Work Product, any Confidential RMOW Information and any property provided by the RMOW to the Contractor is RMOW's exclusive property. The copyright in the Work Product belongs exclusively to the RMOW and the Contractor hereby waives any moral rights in such Work Product and confirms the vesting of copyright in such Work Product in RMOW.

8.2 Assignment of Rights in Work Product

The Contractor hereby irrevocably assigns to the RMOW all right, title and interest worldwide in and to all Work Product. In the event the Contractor has any rights in the Work Product which cannot be assigned, the Contractor agrees to waive enforcement worldwide of such rights against RMOW and, at the request of RMOW, to grant RMOW an exclusive perpetual, fully paid up license without royalty in and to such Work Product worldwide. The Contractor shall take all actions and execute all documents as may be requested by the RMOW from time to time to fully vest in RMOW all right, title and interest worldwide in and to such Work Product. RMOW agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost directly attributable to the negligent misuse or incorrect use of the Work Product by the RMOW. The Contractor has no liability for any use of the Work Product by the RMOW other than the intended project purpose.

8.3 Copyright Infringement

The Contractor agrees that it will not infringe any third party's intellectual property rights in creating Work Product pursuant to this Agreement. The Contractor agrees to indemnify RMOW from and against any loss, damage or liability for the infringement of any patent, trade mark, trade secret or copyright by RMOW arising from or in connection with RMOW's usage of the Work Product. The Contractor agrees it shall defend, settle or compromise at its own expense any action for patent, trade mark, trade secret or copyright infringement brought against RMOW or the Contractor. The Contractor warrants and represents that all Work Product provided to RMOW pursuant to this Agreement do not infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere.

8.4 Surrender of Documents and Materials

The Contractor shall not at any time or in any manner unless otherwise agreed to in writing by the RMOW, make or cause to be made copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any Work Product, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers or materials of RMOW, or which relate in any manner to the present or prospective operations of RMOW, except as may be necessary in the provision of the Services under this Agreement. The Contractor shall have no interest in any of these materials and agrees, subject to its professional obligations, to surrender any of these materials which may be in the Contractor's possession to the RMOW immediately upon termination of this Agreement at the request of RMOW or at any time prior to termination at the request of RMOW.

9 CONFIDENTIALITY

9.1 Confidentiality

The Contractor will at all times during the Term and thereafter treat as confidential all Confidential Information and other reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents supplied to or obtained by the Contractor as a result of this Agreement. The Contractor shall not at any time during the Term or thereafter permit the publication, release or disclosure of the same without the prior written consent of RMOW except as required by applicable law.

The RMOW will at times during the Term and thereafter treat as confidential and maintain the confidentiality on all information, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents provided by the Contractor, orally or in writing as confidential in nature. Except as required by law, including under the *Freedom of Information and Protection of Privacy Act*, as amended, or unless the Contractor provides its written consent, the RMOW shall not at any time during the Term or thereafter permit the publication, release or disclosure of such confidential information to any third parties.

9.2 Non-Disclosure

The Contractor will not, at any time either during the Term or thereafter, disclose to or discuss with anyone other than an authorized RMOW employee or representative, any Confidential Information of RMOW or its elected officials, officers or employees. The Contractor will use such Confidential Information and knowledge only for RMOW purposes unless the Contractor has obtained RMOW's prior express written authorization to do otherwise.

9.3 No Use of Information

The Contractor shall not use Confidential Information or any other information relating to the affairs of RMOW for the Contractor's own benefit or purposes or for the benefit or purpose of any other Person whether before or during the Term or after the expiry of the Term.

9.4 Survival

The provisions of this confidentiality clause shall survive termination of the Agreement.

10 CONFLICT OF INTEREST

10.1 No Conflict of Interest

The Contractor represents and warrants to the RMOW that the Contractor does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the RMOW in reliance on or as a result of the Services provided by the Contractor under this Agreement. RMOW shall provide to the Contractor its conflict of interest and standards of business conduct procedures. The Contractor shall comply with RMOW's conflict of interest and standards of business conduct procedures as provided notwithstanding the Contractor is an independent Contractor and not an employee of RMOW.

10.2 No Conflict with Other Relationships

The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation if in the reasonable opinion of RMOW, such performance will give rise to a conflict of interest between the Contractor and RMOW, and the Contractor shall take all steps to ensure the avoidance of all direct or indirect conflicts of interest (either actual or potential) between the interests of the Contractor and its directors, officers, servants, agents and employees, and those of RMOW.

10.3 Disclosure of Conflict of Interest

The Contractor will immediately disclose all conflicts of interest and potential conflicts of interest to the RMOW as soon as any real or perceived conflict of interest arises.

10.4 Good Faith

The Contractor will discharge the Contractor's obligations to the RMOW in all dealings and transactions relating to the Services in the utmost good faith.

11 INDEMNIFICATION

11.1 General Indemnity

The Contractor agrees to indemnify, and save harmless, RMOW from and against all claims, losses, damages, costs, expenses, liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused, based upon, occasioned by or attributable to, any personal injury or death, damage to or loss of property, or other loss or damage of any kind, connected with any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees or agents, connected with performance of this Agreement, or connected with its breach, by the Contractor. This Indemnity does not apply to the extent, if any, to which claims are caused by errors, omissions or the negligent acts of the RMOW, its other contractor(s), assign(s), and authorized representative(s) or any other persons. The Contractor's obligation to indemnify RMOW under this section does not limit or affect any other rights or remedies RMOW may have against the Contractor in respect of the Contractor's performance or breach of the Services and the other terms of this Agreement.

Neither party shall be liable to the other in connection with any claim for any special, incidental, indirect or consequential loss or damages excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the party seeking indemnification, its other contractor(s), assign(s) and authorized representatives.

11.2 Survival

The provisions of this indemnity clause will survive termination of the Agreement.

12 TERMINATION

12.1 Default of Contractor

Notwithstanding any other provision of this Agreement, if the Contractor is not performing the Services to the satisfaction of the RMOW or fails to perform the Services as and when reasonably requested by RMOW, or is in breach of any provision of this Agreement, the RMOW may, at its option, either:

- (a) issue written notice to the Contractor requiring that such default be corrected. If within 10 Business Days after receipt of such notice such default shall not have been corrected or reasonable steps taken to correct such default, then at the sole discretion of the RMOW, the RMOW may give a further written notice to the Contractor immediately terminating this Agreement. If the contractor begins to cure the default within 10 days, but has not cured the default within 20 days after the notice of default was given, the RMOW may terminate this Agreement, or:
- (b) issue written notice to the Contractor requiring that such default be corrected. If within 24 hours after receipt of such notice such default shall not have been corrected or reasonable steps taken to correct such default, the RMOW has the right to have the work performed by others and to deduct full compensation for all costs incurred and for all damages suffered from the next payment due to the Contractor or, the RMOW shall have the option to deduct \$2000 for every day the situation is not rectified from the next monthly payment owing to the Contractor, or:
- (c) terminate this Agreement giving 5 Business Days' notice of termination to the Contractor.

In the event the RMOW exercises its option to terminate, the RMOW may withhold payment of any amount owing to the Contractor under this Agreement for the provision of the Services, set-off any damages suffered by the RMOW against any amounts owing to the Contractor under this Agreement for provision of the Services and pursue other remedies to recover damages from the Contractor for any losses caused to the RMOW as a result of the Contractor's performance under this Agreement.

12.2 Termination without Cause

Notwithstanding any other provision of this Agreement, the RMOW or the Contractor may terminate this Agreement for any reason upon giving not less than six (6) months written notice of termination to the other party after June 1, 2026. The Agreement may also be terminated in a shorter period of time as may be mutually agreed upon in writing by the parties. In the event that notice of termination is given pursuant to this section, the RMOW will pay the Contractor that portion of the fees and expenses described in this Agreement which equals the portion of the Service that was completed to the RMOW's satisfaction before termination. Such payment will discharge the RMOW from all further liability under this Agreement. Concurrently with termination by the RMOW pursuant to this Section, all obligations of the Contractor to perform the Services will terminate, excepting those performance obligations set out at Section 12.5 herein.

12.3 Default of RMOW

If the RMOW fails to make payment to the Contractor in accordance with this Agreement, then the Contractor may, by written notice to the RMOW, require that such default be corrected. If within 10 Business Days after receipt of such notice such default shall not have been corrected, or reasonable steps taken to correct such default, the Contractor may, without limiting any other right or remedy it may have, give a further written notice to the RMOW to immediately terminate this Agreement. If the RMOW begins to cure the default within 10 days, but has not cured the default within 20 days after the notice of default was given, the Contractor may terminate this Contract. In such event, in addition to any other rights or remedies the Contractor may have, the Contractor shall be paid by the RMOW for all Services performed pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

12.4 Limitation of Liability

The Contractor agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, RMOW shall not be liable to the Contractor for any loss or damage of any nature whatsoever flowing from early termination of this Agreement, including without limitation any

special, incidental, direct, indirect or consequential damages arising out of such early termination nor shall RMOW be under any obligation to the Contractor save and except for the payment for such Services as may have been performed in accordance with the terms of this Agreement up to the date of termination.

12.5 Warranties to Continue

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

13 CHANGES

13.1 Right to Make Changes

The RMOW reserves the right to request changes at any time as a result of requirements, site conditions, emergencies, government regulations or any other reasonable cause and:

- (a) The RMOW will notify the Contractor in writing as soon as reasonably possible when a change in the Services is proposed or required.
- (b) Where a proposed change in Services requires an adjustment to the Fees and Prices or timelines, agreement to the adjustment between both parties must be recorded in a Change Order.
- (c) The RMOW shall make payment of a Change Order within 30 days of execution of the Change Order by the RMOW and completion of the change in services.
- (d) The Contractor shall not perform any changes without written authorization from the RMOW.
- (e) The RMOW will not make any payment for changes not agreed to in an executed Change Order.

13.2 Transportation Service Option

Upon 30 days prior notice, the RMOW may elect to change the scope of the Work under this Agreement to include the provision of transportation of landfill waste to and from the RMOW's Transfer Station and the Designated Collection Point (DCP). Bins to be provided by others (Belcorp Environmental Services Inc. or any other contractor). Upon such election, and without any further action from the parties to this Contract, the Contractor will assume the obligation to provide such transportation services as contemplated in Schedule A and the Contract Price will be adjusted in accordance with Schedule B. Except for the adjustment to the Work in Schedule A and the Contract Price in Schedule B the Contract will not otherwise be amended upon the election of the RMOW under this Section 13.2 and the parties will remain obligated to perform the Contract in accordance with its terms and conditions. For the avoidance of doubt, the exercise by the RMOW of the election under this Section 13.2 will not be considered a change in the Work that is subject to the terms and conditions of Section 13.1.

13.3 Scale Operations

Upon 90 days prior notice, the RMOW may elect to change the scope of the Work to remove the scale operations from the Contractor scope of work at the RMOW's Transfer Station. Upon such election, and without any further action from the parties to this Contract, the Contractor will assume the obligation to halt operating the scale operation at the RMOW's Transfer Station as contemplated in Schedule A and the Contract Price will be adjusted in accordance with Schedule B. Except for the adjustment to the Work in

Schedule A and the Contract Price in Schedule B the Contract will not otherwise be amended upon the election of the RMOW under this Section 13.3 and the parties will remain obligated to perform the Contract in accordance with its terms and conditions. For the avoidance of doubt, the exercise by the RMOW of the election under this Section 13.3 will not be considered a change in the Work that is subject to the terms and conditions of Section 13.1.

The Contractor will be required to continue coordination and collaboration with the new scale operations team to ensure efficient operations and good customer service.

14 INSURANCE AND BONDING

14.1 Maintain Insurance

The Contractor agrees that they shall maintain and pay for insurance on the terms, including coverage, amounts and deductibles outlined in Schedule B.

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

14.2 Bonding

To ensure the faithful execution and proper fulfillment of this Contract, the Contractor shall provide the RMOW with a Performance Bond, in addition to the Performance Guarantee, in the amount of twenty-five percent (25%) of the first year's (12 months) contract value, which shall take effect upon the Commencement Date of the Contract and shall be maintained current for the term of the Contract including any extensions plus sixty (60) days. The Performance Bond shall be duly executed and delivered to the RMOW within twenty (20) days of award of Contract. The bond value will be based on the last three-year average incoming tonnage, applying the successful bid unit rates. The contract value is exclusive of any potential rewards or penalties. Refer to Schedule A.

The Performance Bond must be issued by a surety company licensed to conduct business in the Province of British Columbia and shall be in a form acceptable to the RMOW.

14.3 Evidence of Insurance

Upon the request of RMOW, the Contractor shall provide the RMOW with evidence of insurance in a form satisfactory to the RMOW. The Contractor shall immediately notify the RMOW if the insurance policy or certificate is cancelled.

14.4 Waiver of subrogation

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

15 ASSIGNMENT AND SUBCONTRACTING

15.1 Consent Required

The Contractor will not assign this Agreement or any part thereof without the prior written consent of the RMOW. The Contractor will not subcontract any of the Contractor's obligations under this Agreement without the prior written consent of the RMOW. No assignment or subcontract, whether approved or not, shall relieve the Contractor of its obligations under this Agreement except to the extent those obligations are in fact properly performed. In the event the RMOW approves a subcontractor, the Contractor shall secure compliance and enforce at its own expense for the benefit of the RMOW, each of the Contractor's contracts with subcontractors. Nothing contained in this Agreement shall create any contractual relationship between the subcontractor and the RMOW. The Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement which are appropriate and applicable to the services to be provided by the subcontractor and the Contractor shall be fully responsible to the RMOW for the acts and omissions and errors of all subcontractors and of persons directly employed or contracted by them.

Without limiting the RMOW's discretion under this section, it is reasonable for the RMOW to refuse its consent to a proposed assignment if it considers the proposed assignee:

- (a) does not have the employees with the skill or experience necessary to perform the Contractor's obligations under this Contract;
- (b) is, because of its financial condition or other circumstances of any kind, not able to perform the Contractor's obligations under this Contract; or
- (c) has in the past demonstrated its inability satisfactorily to perform obligations similar to those of the Contractor under this Contract.

16 NOTICES

16.1 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as agreed upon and documented by the RMOW and the Contractor.

Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "**Business Day**"), or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

17 DISPUTE RESOLUTION

17.1 Order of proceedings

If there is any Dispute regarding the interpretation, performance or an alleged breach of this Agreement, either party may give written notice of Dispute to the other party and the Contractor and the RMOW will meet within three (3) Business Days after the notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. If the parties cannot resolve the Dispute within ten (10) Business Days after they first meet, or if the parties fail to meet within 10 (ten) Business Days of the first request for a meeting, then with the consent of both parties the matter shall be submitted to mediation. Both parties agree not to make a request for arbitration or to commence litigation without first seeking agreement through the mediation process. The mediator shall be appointed by agreement of the parties. If the parties cannot resolve the dispute within 30 calendar Days following the mediation, then with the consent of both parties, the Dispute may be referred for determination through arbitration under the Arbitration Act (British Columbia), and in the event that both parties do not so consent then either party may commence litigation to have the Dispute settled. If a Dispute is submitted for arbitration, the arbitration will be governed by the British Columbia International Commercial Arbitration Centre in accordance with its Domestic Commercial Arbitrations Rules of Procedure (“BCIAC Rules”). The arbitration shall be conducted by a single arbitrator appointed in accordance with BCIAC Rules in Vancouver, British Columbia and the award of the arbitrator including any award as to costs will be final and binding on the parties. The reference to arbitration will not preclude a party from applying to a British Columbia court of competent jurisdiction for interlocutory or interim relief.

17.2 Performance to Continue During Dispute

The Contractor will continue performance of this Agreement during all Disputes with the RMOW, and notwithstanding any dispute the Contractor will comply with all written directions from the RMOW Representative relating to the provisions of the Services without prejudice to the Contractor’s right. The timely provision of the Services may not be delayed or postponed pending resolution of any Dispute.

18 COMMUNICATION

18.1 Representatives

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

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

18.2 Representative's Authority

Each party's representative will have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's

representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the RMOW Representative may be held by telephone with the consent of all parties participating in such meetings.

18.3 Change of Representation

The Contractor shall obtain written approval from the RMOW prior to changing a representative(s) or any team members by submitting a written request with resumes of each newly requested individual. The RMOW is required to approve any costs for any such un-approved Contractors or sub-contractors or other. The RMOW may change its representative or alternative representative by written notice to the Contractor at any time it deems necessary. representatives.

19 DELAYS IN PERFORMANCE

19.1 Force Majeure

A party is excused from performing its obligations under this Agreement if, to the extent that, and for so long as:

- (a) such party's performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence; and
- (b) such party gives written notice to the other party, as soon as practicable under the circumstances, of the act or event that so prevents such Party from performing its obligations.

By way of illustration, and not by limitation, acts or events that may prevent or delay performance (as contemplated by this Section) include: acts of God or the public enemy, acts of civil or military authority, acts of terrorism, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods and abnormal weather conditions where the Services are being provided (as determined by comparison to the ten (10) year average conditions indicated by Environment Canada for the area in which the Services are being provided).

20 GENERAL

20.1 Right of Set Off

In addition to any other set-off provisions in this Agreement, RMOW shall be entitled to set off against a reasonable amount due or owing to the Contractor by the RMOW and for which RMOW is liable by virtue of the Contractor's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Services under this Agreement an amount sufficient to satisfy any indemnity obligations of the Contractor in relation to such obligation as set out herein. RMOW shall also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Contractor in accordance with the terms of the Agreement. When RMOW is satisfied that the Services has been performed in accordance with the terms and conditions of this Agreement, RMOW will cause to be paid to the Contractor, any amount held back by the RMOW. For greater clarity, the right of set-off applies to this Agreement only.

20.2 Successors and Assigns

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

20.3 Written Waivers

No indulgence or forbearance by either party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other party; and any such waiver must be in writing and signed by the waiving party and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

20.4 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

20.5 Remedies Cumulative

The rights and remedies under the Agreement are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20.6 Amendment

This Agreement may not be amended except by a written instrument signed by the RMOW and the Contractor.

20.7 Entire Agreement

This Agreement and all documents contemplated by or delivered under or in connection with this agreement constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.

20.8 Governing Law

This agreement and any dispute arising out of or in connection with this agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this agreement.

20.9 Attornment

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this agreement.

20.10 Independent Legal Advice

The Contractor confirms it has had an opportunity to obtain independent legal advice in entering into this agreement.

20.11 Severability

Each provision of this agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this agreement.

20.12 Time of Essence

Time shall be of the essence of this agreement.

20.13 No derogation.

The parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of RMOW in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

20.14 Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

20.15 Survival

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

IN WITNESS WHEREOF this agreement has been executed and delivered by the parties as of the day and year first above written.

RESORT MUNICIPALITY OF WHISTLER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

NAME OF CONTRACTOR

Per: _____
Authorized Signatory



SCHEDULE “A”

WORK TO BE PERFORMED

1. “Work”

means the work, tasks, labour, materials, responsibilities, functions, duties and obligations of the Contractor to be supplied or performed as set forth in this Agreement, including those matters described in this Schedule A, and excluding only those items which are expressly identified as work or tasks to be performed by or obligations owed by the RMOW.

2. Residential Depot Sites

- 2.1. The RMOW shall provide a location for the residential solid waste depot on Lynham Road and on Nesters Road, next to the Municipal Works Yard.
- 2.2. The RMOW shall be responsible for roadway maintenance, fences, gates, utility charges, snow clearing and signage at the Depot Sites. The RMOW intends to provide an attendant at each depot site by contracting the service through a separate contract. The attendants will be at the depot sites between the hours of 7am and 7pm, and will lock the gates to the sites between 7pm and 7am.
- 2.3. The Contractor shall provide a portable, self-contained, wildlife-proof landfill waste and recyclables¹ compactor at each of the Nesters and Function Junction Depot Sites. The compactors shall be fitted with automatic controls that allow safe self-disposal of household landfill waste and recyclables by residents, without supervision. The landfill waste shall include a device that can remotely alert the contractor when the container is 75% full. When Required the Contractor shall provide bins for non-compacted materials.
- 2.4. The compactors will be repainted every 2 years or when areas of rust first become visible on the compactor. The contractor will provide containment systems to capture and dispose of liquids that emanate from the compactors or associated bins.
- 2.5. The compactors will be power washed at least twice per year. To protect natural habitat, power wash discharge shall not be allowed to enter into the adjacent depot storm collection system. Notification of when these maintenance events are completed shall be included with the Contractors monthly billing.
- 2.6. The Contractor shall provide a bear-proof container for food scrap collection at each of the Nesters and Function Junction Depot Sites. The containers shall be designed to allow safe self-disposal of household food scrap materials by residents.
- 2.7. New food scrap containers will be provided at the sites upon commencement of this agreement and replaced when required due to corrosion. The containers will be repainted every 12 months or when areas of rust first become visible on the container and the containers will be power washed at least twice per year. Power wash discharge shall not be allowed to enter into the adjacent depot storm collection system. Notification of when these maintenance events are completed shall be included with the Contractors monthly billing.
- 2.8. The Contractor shall be responsible for all costs, maintenance and liabilities associated with the use, operation, repair, maintenance and replacement of the landfill waste and recyclables compactors and organics containers at the Depot Sites, except as noted in Clause 2.2. The

¹ Mixed containers, plastic film and overwrap, and old corrugated cardboard are currently compacted on site as per Recycle BC Statement of Work with RMOW.

compactors and containers shall be available for use by the public during the open hours at the depot.

- 2.9. The Contractor shall perform monthly inspections of equipment and perform regular maintenance to the extent possible prevent major breakdowns.
- 2.10. The Contractor shall service the compactors (landfill waste and recyclables) and organics containers as often as necessary to prevent any overflow of landfill waste, recyclables, or organics. It is up to the Contractor to determine the best way to optimize servicing of the depot sites while preventing any overflows. A penalty as detailed in Schedule B will be applied each time an overflow is confirmed in person by RMOW staff.
- 2.11. The Contractor shall service the landfill waste compactors and organics containers under all weather conditions, the only exception being in the case of a flood or exceptionally heavy snowfall, which prevents the carrying out of such service. In such circumstances, service shall only be temporarily discontinued and shall resume at the earliest possible time. The RMOW will be notified of the service interruption as soon as the Contractor becomes aware of the problem.
- 2.12. The Contractor shall keep complete records of compactors (landfill waste and recyclables) and organics container servicing and submit these records to the RMOW with their monthly invoices for this service.
- 2.13. The Contractor shall conduct a full visual inspection of the Depot perimeter fence every week and, if fence is not operating properly, or if there are signs of a bear entering the fenced area of the Depot(s), immediately notify the RMOW.
- 2.14. The Contractor will be responsible for developing a Deleterious substance spill clean up response plan for the depots and will provide spill response material kit at each depot in case of a spill and will train employees on an ongoing basis on how to use the spill clean up material. After a spill event the Contractor will be responsible for replenishing the spill response material kit. Any spills at the depot sites are to be reported in writing to the RMOW.

3. Transfer Station Operations

- 3.1. The Transfer Station is located at District Lot 8085 in the Callaghan Valley and is designated by the RMOW for the operation of a Transfer Station for landfill waste, recyclable, and compostable material as described in this Agreement. The Transfer Station shall be open from 9:00am to 5:00pm, every day except Christmas Day and New Year's Day.
- 3.2. The Contractor shall be responsible for placing the landfill waste into B-Train trailers (or containers) provided by Belkorp Environmental Services Inc. (or any other entity that the RMOW contracts to transport and dispose of the RMOW's landfill waste).
- 3.3. The Contractor shall provide a means to densify waste (landfill waste) upon commencement of this Agreement. Densifying equipment must be compatible with B-Train Trailers supplied by Belkorp Environmental Services Inc. (or any other entity that the RMOW contracts to transport and dispose of the RMOW's landfill waste). Temporary transportation rates and the existing bonus/penalty clause (as detailed in the Notes to Schedule B) will apply until the installation of the waste transfer (landfill waste) compactor.
- 3.4. Upon the exercise of the RMOW's election under Section 13.2, the Contractor shall arrange transport of B-Train trailers (or containers) provided by Belkorp Environmental Services Inc. (or any other entity that the RMOW contracts to transport and dispose of the RMOW's landfill waste) to and from RMOW's Transfer Station and a location designated by the RMOW. The

designated location is assumed to be located along Highway one (1), 130km south of the Transfer Station. Any change in the designated location will require the RMOW and the Contractor to negotiate a fair change in the compensation due to the contractor for providing the transportation service.

- 3.5. The Contractor shall be responsible for all costs associated with the supply, operation, repair, maintenance and replacement of the required equipment and all other things associated with the collection, sorting, and handling of landfill waste, recyclable and compostable materials at the Transfer Station including building roll up doors and the electrified cattle guard. The Contractor shall be responsible for the security of the Facilities and shall repair at their cost any damage to the Facilities caused by their staff. The Contractor will assist the RMOW with coordination of any repairs required due to damage caused by others.
- 3.6. Contractor shall not place “unacceptable waste”, as defined in the Landfill Waste Disposal Contract and listed in Section 1.1.
- 3.7. The Contractor shall operate the Transfer Station and perform its obligations under this Agreement to ensure the RMOW can meet its obligations under the Landfill Waste Disposal Contract, or any other agreement that the RMOW may enter into for transport and disposal of the RMOW's landfill waste.
- 3.8. The Contractor shall have available yard coordinator(s) during the Transfer Station operating hours. The yard coordinator(s) shall inspect incoming loads, direct members of the public where to drop off their landfill waste, recyclable and compostable materials. The yard coordinator(s) is responsible for providing facility users information and guidance to support the RMOW's commitment to waste diversion.
- 3.9. The Contractor's staff shall act in a professional and courteous manner at all times.
- 3.10. The Contractor shall coordinate with the Belcorp Environmental Services Inc. (or any other entity that the RMOW contracts to transport and dispose of the RMOW's landfill waste) and the RMOW to establish adequate frequency of landfill waste removal from the Transfer Station. The Contractor shall ensure that landfill waste received at the RMOW's Transfer Station is transported to the disposal facility on a regular basis and that the transfer station is emptied of landfill waste on a monthly basis.
- 3.11. The Contractor shall ensure that the landfill waste is well compacted/densified/ground prior to loading. The Contractor shall ensure that the B-Trains (or containers) provided by Belcorp Environmental Services Inc. (or any other entity that the RMOW contracts to transport and dispose of the RMOW's landfill waste) are filled to their full capacity (as indicated by the provider) to minimize unnecessary trips to the landfill. There is a Reward/penalty clause for waste loading and compaction as per the Rate Table in Schedule B Payment and Fees Schedule.
- 3.12. The Contractor shall receive all landfill waste including, but not limited to:
 - (i) household waste
 - (ii) refuse
 - (iii) commercial, industrial, institutional waste
 - (iv) construction wastes
 - (v) septage screenings.

3.13. The Contractor shall, at no cost to the RMOW, receive and take ownership of all recyclable material including, but not limited to:

- (i) Cardboard
- (ii) Paper
- (iii) Metal
- (iv) Glass
- (v) Rigid plastic
- (vi) Film plastic
- (vii) Polystyrene foam
- (viii) Household batteries
- (ix) Appliances
- (x) Tires
- (xi) Drywall
- (xii) Mattresses
- (xiii) Wood waste containing glue or paint
- (xiv) Paint
- (xv) Scrap metal
- (xvi) Additional recyclable materials which may be designated by the RMOW.

Failure to accept and take ownership of any of the listed materials as recycling, will be considered a breach of agreement and treated as such under Section 12.1.

3.14. The Contractor shall, at no cost to RMOW, receive and take ownership of compostable material acceptable to OMRR class A requirements including, but not limited to:

- (i) Biosolids from a wastewater treatment process
- (ii) food waste
- (iii) clean wood waste
- (iv) brush and green waste
- (v) land clearing debris
- (vi) ashes, grass clippings and leaves
- (vii) manure
- (viii) vegetable or animal solids, semisolid wastes and dead animals

- 3.15. Biosolids, food waste, and large quantities of other compostable materials (acceptable under OMR Class A requirements) shall be weighed and directed to the compost facility (at no charge to the Compost Facility Operator), while small loads of the compostable materials listed above will be directed to the appropriate collection area of the Transfer Station.
- 3.16. The Contractor shall be responsible for moving small loads of compostable materials collected at the Transfer Station to the adjacent RMOW's Compost Facility. The contractor shall be responsible for coordination with the Compost Facility contractor.
- 3.17. The Contractor shall accept and scale in large commercial loads of compostable materials and send haulers directly to the Composting Facility, or as agreed with the RMOW.
- 3.18. The RMOW shall provide professionally produced signs to direct people to the proper disposal sites at the Transfer Station. Signs are to be replaced by the Contractor when signs of wear or damage is apparent making the signs less visible and effective. Sign designs will be approved in writing by the RMOW.
- 3.19. The Contractor shall be responsible for maintaining the whole of the Transfer Station Area and the surrounding area in a clean and sanitary condition, including dust control, pickup of vehicle spillage and wind-blown debris on adjacent lands and access roads between the Transfer Station and Highway 99 (Sea to Sky Highway). The acceptable standard is to have weekly inspections and clean up to ensure no waste (litter) remains on the ground at the Transfer Station or on lands adjacent.
- 3.20. The Contractor shall conduct a full visual inspection of the electric cattle-guard at the Transfer Station every week.
- 3.21. If the electric cattle-guards are not operating properly, or if there are signs of a bear entering the fenced area of district Lot 8085, the Contractor shall immediately notify the RMOW.
- 3.22. The Contractor shall be responsible for sanding, salting and snow removal within the Transfer Station and on the access road between Callaghan Valley Road and the Transfer Station. Sanding, salting and snow removal shall be to the standard required to allow public access to all drop-off areas of the Transfer Station site during operating hours.
- 3.23. The Contractor may use the provided facilities for their staff (office space, lunchroom, washroom facilities, etc.) at the site.
- 3.24. Upon written approval from the RMOW, the Contractor may store equipment and/or fuel in designated areas, approved by RMOW, at the Transfer Station not related to the performance of the services of this agreement if this equipment does not interfere with the work specified in this Agreement. The storage of equipment and fuels must comply with applicable government storage and handling standards. The RMOW is not in any way responsible for potential damage or other costs associated with storage, removal, environmental clean up etc. of the stored equipment and/or fuel.
- 3.25. The Contractor shall be responsible for all costs and liabilities associated with the Transfer Station. Without limitation, the Contractor shall pay all connection charges and monthly service charges for services including, but not limited to: electricity, propane, telephone, internet, or public utilities charges assessed in respect to operation of the Transfer Station.
- 3.26. The Contractor shall remove all materials received at the Transfer Station in a timely manner and shall ensure the Transfer Station is empty of waste at the end of the term of this Agreement.

3.27. The Contractor may be required to carry out additional work related to the operation and maintenance of the Transfer Station other than the work specified in this Agreement. The RMOW must authorize all additional work, and the Contractor shall be compensated for this work at the rates agreed to in advance of the work proceeding.

3.28. The Contractor will be responsible for developing a Deleterious substance spill clean up response plan for the Transfer Station and will provide spill response material kit in case of a spill and will train employees on an ongoing basis on how to use the spill clean up material. After a spill event the Contractor will be responsible for replenishing the spill response material kit. Any spills at the Transfer Station are to be reported in writing to the RMOW.

4. Recycling

4.1. The Contractor shall champion and enforce RMOW's commitment to sustainability and waste diversion by taking ownership of all recyclable materials as they are delivered to the Transfer Station.

4.2. The Contractor will also take ownership of any recyclable materials sorted out from landfill waste delivered to the Transfer Station. The Contractor will be responsible for transfer of the recyclable materials to the appropriate resource recovery facilities.

4.3. The Contractor will report to the RMOW the resource recovery facility names and locations receiving recycled material processed through the Transfer Station. The Contractor will advise the RMOW in writing of any change in end destination where waste is shipped.

4.4. The Contractor will become a Product Care member and will accept paint for recycling as part of the Product Care program.

4.5. The Contractor shall be responsible for establishing agreements with the stewardship agencies for currently collected EPR materials (listed in Clause 3.13) if RMOW does not have agreements in place. As of 2023, the RMOW has a contract with the Major Appliance Recycling Roundtable (MARR) stewardship agency and an agreement with Recycle BC for recyclables collected at residential drop-off depots (Nester and Function Junction).

4.6. All revenues and costs associated with the sorting, handling, and sale of recyclable material shall accrue to the Contractor.

4.7. Long-term (more than two weeks) storage of recyclables at the Transfer Station site shall only be permitted with written authorization from the RMOW. The transfer station is to be emptied of recyclables every month.

4.8. Any documented costs incurred by the Contractor for decontamination procedures required by the Provincial Government Ozone Layer Protection Regulations, should be included with monthly invoices for the Transfer Station services and shall be paid by the RMOW.

5. Scale Operations

5.1. The Contractor shall provide an attendant at the Scale House during the Transfer Station operating hours (9:00 AM to 5:00 PM every day that the Transfer Station is open). The attendant shall meet every vehicle entering the Transfer Station and identify and record the weight and type of materials being discharged. The attendant shall direct customers to the yard coordinator (see Clause 3.8) who will inspect the load to ensure the material is not hazardous, that it meets bylaw requirements (see Section 5.2) and customers deposit their landfill waste, recyclable, and compostable material in the appropriate location. After information is collected and vehicle weight recorded, the attendant shall direct large,

commercial loads of biosolids, food waste, and large quantities of other compostable materials to the Compost Facility.

- 5.2. The Contractor shall perform inspections of each waste load entering and exiting the Facility to ensure that the load meets the requirements as per the RMOW Solid Waste Bylaw. The Contractor shall charge appropriate tipping fees and surcharges as per the RMOW Solid Waste Bylaw.
- 5.3. The Contractor shall record the tonnage amount of all landfill waste, recyclable and compostable material received at the Transfer Station and shall submit a report to the RMOW with the Contractor's invoice for services associated with this Agreement, in a format acceptable to the RMOW.
- 5.4. The attendant shall weigh every vehicle as it enters and exits the Transfer Station, to determine the weight of the solid waste carried by the vehicle. The attendant shall charge the customer a Tipping Fee for all materials deposited at the Transfer Station, based on approved Municipal tipping fees which may be adjusted from time to time.
- 5.5. The attendant shall issue a receipt to the customer. The receipt shall be designed and supplied by the RMOW. The form of the receipt shall contain the following information:
 - (i) the date;
 - (ii) the vehicle license plate number;
 - (iii) the weight of the waste;
 - (iv) the type of waste;
 - (v) the tipping fee(s);
 - (vi) the civic address of waste origin; and
 - (vii) any additional information required by the RMOW

The Contractor shall provide the RMOW with electronic copies of information and reconciliation of funds received on a monthly basis and in accordance with the procedures established by the RMOW.

- 5.6. The RMOW shall provide the Contractor with detailed cash and credit handling procedures that must be fully enforced by the Contractor. The RMOW may change the point of sale procedures by issuing new written instructions to the Contractor.
- 5.7. The Contractor shall be responsible for tipping fees of any accounts not paid either due to unauthorized billings or any other neglect by the Contractor. The RMOW shall be responsible for collection of all other monthly billings and accounts receivable.
- 5.8. Upon the exercise of the RMOW's election under Section 13.3, the RMOW may sever the Section 5 - Scale Operations portion of this Agreement on 90 days notice to the Contractor.

6. General

- 6.1. The Contractor's staff must be appropriately trained to operate equipment and perform duties in the scope of Work of this Agreement.
- 6.2. The Contractor must provide a Contingency Plan to the RMOW within 30 days of the start of the Agreement. This plan will describe steps the Contractor will take to continue operations in

the event of a stoppage of the shipment of landfill waste to the disposal site such as the highway route being blocked; a labour disruption in related services; or a disruption in rail service. The Contingency Plan must also include steps the Contractor will take to continue operations in the event of Facility Interruptions, including but not limited to equipment breakdowns: a labour disruptions; or Facility damage or destruction (refer to Section 19.

- 6.3. The Contractor must prepare and furnish to the RMOW a thorough and complete Environmental Protection plan, including 24/7 basis Fire Management plan and Spill Response plan, within 30 days of commencement of this Agreement. The plans shall include steps to minimize the risk of ignition and fire damage to facility infrastructure.
- 6.4. The Contractor's staff must be appropriately trained to observe and comply with Environmental Protection, Fire Management, and Spill Response plans.
- 6.5. The Contractor is the Prime Contractor, as defined in the Workers' Compensation Act of the Province of British Columbia and shall be solely and completely responsible for ensuring the safety of all persons and property during the performance of the Work. This requirement shall apply during the Agreement period and not be limited to normal working hours.
- 6.6. The RMOW reserves the right to increase, decrease or otherwise modify the service levels, including the hours of operation of the Transfer Station by providing the Contractor with at least 90 days written notice. The RMOW and the Contractor will negotiate a fair change to the compensation owed to the Contractor based on the change in service level.
- 6.7. Any notice, direction or demand which may be or is required to be given under this Agreement must be in writing and be delivered as follows:

Contractor:

RMOW:

Andrew Tucker
Manager of Transportation and Solid Waste
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, B.C.
VON 184



SCHEDULE "B"

PAYMENT AND FEE SCHEDULE

Fees and Rates

1. In consideration of the Contractor satisfactorily performing the Services, the RMOW will pay the Contractor the following sums plus goods and services tax (the "Contract Price"):

Canadian funds as stated in each individual proposal with rates as per the accepted Schedule of Fees shown below. Exclusive of GST.

The Contractor shall invoice monthly for completed portions, based on time and materials incurred, for the Services in accordance with the invoicing procedures set out in the Agreement. Work will be paid to an upset limit as per each approved proposal and will not be billed in lump sum.

2. The RMOW will reimburse the Contractor for expenses that are necessarily and reasonably incurred due to a change in scope and have been approved in advance by the RMOW. Reimbursement is subject to the submission of evidence of actual expenditures satisfactory to the RMOW and in accordance with applicable expenditure policies and procedures.
3. The pricing set out in this Schedule is exclusive of:
 - All Living-Out-Allowances
 - All travel charges and mileage
 - All Equipment charges
 - All document materials
4. Coordinates and site elevation shall be provided by RMOW at no cost to the Contractor.
5. Contractor to fill out and submit RMOW Direct Deposit Form.
6. The RMOW shall pay the Contractor a fee for operation and maintenance of the Nesters and Function Junction Sites in accordance with the rates detailed in Schedule B. This fee shall be full compensation to the Contractor for all goods, supplies, equipment, services and work as described herein for:
 - (a) Schedule 'A', Section 2- Residential Depot Sites
7. No payment shall be made for servicing of the landfill waste compactors at the depot sites if the compactors are less than 75% full. Tipping fees set at the Transfer Station for landfill waste from the depot sites will be the responsibility of the RMOW.
8. The RMOW shall pay the Contractor a fee per metric tonne for all solid waste deposited at the Transfer Station (except drywall, compostable (e.g. Food scraps) material, and Recycle BC materials) received at the Transfer Station in accordance with the fee schedule listed in Schedule B Payment and Fees Schedule. The fee shall be full compensation to the Contractor for all goods, supplies, equipment, services and work as described herein for:
 - (a) Schedule 'A', Section 3 - Transfer Station Operations
 - (b) Schedule 'A', Section 4 - Recycling

The Contractor, through the Diversion Incentive, will be paid a bonus for increasing diversion (decrease concentration of residuals to landfill) of compostable and recyclable materials in accordance with the fee schedule in Schedule B Payment and Fees Schedule. The Diversion Incentive bonus will be calculated and paid on January 31 each year.

9. The RMOW shall pay the Contractor per tonne of non hazardous drywall received at the Transfer Station in accordance with the fee schedule in Schedule B Payment and Fees Schedule.
10. The RMOW shall if required pay the Contractor a fee per container that is transported from the Transfer Station to the DCP designated by the RMOW) in accordance with the fee schedule listed in Schedule B Payment and Fees Schedule, should Section 13.2 be applied to this Agreement.
11. In addition to the payment noted in Clause 9 of this schedule, the RMOW shall reward the Contractor an amount per tonne for all landfill waste in excess of 33 tonnes per container. The RMOW shall also penalize the Contractor an amount per tonne for all landfill waste less than 30 tonnes per container with no fee paid for weights recorded between those two bonus/penalty thresholds in accordance with the fee schedule listed in Schedule B Payment and Fees Schedule. Electronic scale reports shall accompany bonus penalty claim submissions. The penalty shall be waived during breakdowns of any loadout densifying equipment, up to a maximum of 4 weeks per year.
12. The RMOW shall pay the Contractor a monthly bin fee and tipping fee for separation, storage, and recycling of Styrofoam received at the Transfer Station as listed in Schedule B Payment and Fees Schedule.
13. The RMOW shall pay the Contractor a monthly bin fee and tipping fee for separation, storage, and recycling of mattresses received at the Transfer Station as listed in Schedule B Payment and Fees Schedule.
14. The RMOW shall pay the contractor on a monthly basis for the services provided under:
 - (a) Schedule 'A', Section 5 - Scale Operations
15. The Contractor may increase the rates in Schedule B Payment and Fees Schedule, by 50% of any increase in the Canadian Consumer Price Index (excluding energy) as published by Statistics Canada, effectively May 1 of each year of the Agreement, except as noted in Schedule B Payment and Fees Schedule.
16. Prior to sorting, if annual quantities of landfill waste increase by 10% or more from the previous years tonnage received, the per tonne rate will drop by 10% for the following year. If annual quantities of landfill waste (except drywall, compostable material, and EPR materials) decrease by 10% or more from the previous years tonnes received, the per tonne rate will increase by 10% for the following year.
17. The RMOW shall pay the Contractor the substantiated incremental cost of any additional work caused by changes to the policies and regulations in effect at the time of execution of this Agreement, whether instigated by the RMOW or the Ministry of Environment. RMOW shall refer to the unit rates detailed below as guidance for the potential incremental cost.
18. The RMOW shall pay the Contractor's monthly invoices within 30 days of submission by the Contractor.
19. The rates shown in this Agreement for services to be provided by the Contractor are not subject to Provincial Sales Tax. Goods and Services Tax (GST) will be levied on top of all fees contained in this Agreement.

1	Depot Operations	
1a	Nesters – Provide Landfill waste Compactors	\$ / month
1b	Nesters – Service Landfill waste Compactors	\$ / month
1c	Function Junction – Provide Landfill waste Compactors	\$ / month
1d	Function Junction – Service Landfill waste Compactors	\$ / month
1e	Nesters – Provide Containers and Compactor(s) for Recycling. <i>Refer to Note 1.</i>	\$ / month / compactor
1f	Nesters – Service Containers and Compactor(s) for Recycling. <i>Refer to Note 1.</i>	\$ / service
1g	Function Junction – Provide Containers and Compactor(s) for Recycling. <i>Refer to Note 1.</i>	\$ / month / compactor
1h	Function Junction – Service Containers and Compactor(s) for Recycling. <i>Refer to Note 1.</i>	\$ / service
1i	Nesters – Provide Containers for Compostables	\$ / month / container
1j	Nesters – Service Containers for Compostables	\$ / service
1k	Function Junction – Provide Containers for Compostables	\$ / month / compactor
1l	Function Junction – Service Containers for Compostables	\$ / service
1m	Penalty for overflow	\$500 per occurrence
2	Transfer Station Operations	
2a	Accept and handle all landfill waste	\$ / tonne
2b	Transfer Station operations, incl yard coordinator, servicing of recycling bins/containers and removal of compostable materials	\$ / month
2c	Accept, handle, and dispose of drywall	\$ / tonne
2d	Accept, separate, store, and recycle Styrofoam. <i>Refer to Note 2.</i>	\$ / month bin rental \$ / bin transportation fee \$ / bin tipping fee
2e	Accept, separate, store, and recycle mattresses. <i>Refer to Note 2.</i>	\$ / month bin rental \$ / bin transportation fee \$ / mattress tipping fee
2f	Scale Operations	\$ / month
3	Transportation of waste containers to DCP	
3a	Transportation – fixed portion. <i>Refer to Note 3.</i>	\$ / container
3b	Transportation – fuel portion. <i>Refer to Note 3.</i>	\$ / container
	Container Weight adjustment	
3c	Reward for tonnes over 33 tonnes/container. <i>Refer to Note 4.</i>	\$ 70 / tonne
3e	Penalty for tonnes below 30 tonnes/container. <i>Refer to Note 4.</i>	\$ 120 / tonne
	Diversion Incentive	
4a	Diversion Bonus. <i>Refer to Note 5.</i>	\$ 10,000 / % change
4b	Diversion Penalty. <i>Refer to Note 5.</i>	\$ 10,000 / % change

Note 1

Rates provided for 1e-1h to consider Recycle BC agreements and coordination with stewards.

Note 2

These unit costs will be renegotiated in the event of the introduction of a new EPR program.

Note 3

The rates provided for in 3a and 3b are to fairly account for the difference between the fixed costs and fuel costs. The Fixed Portion shall increase by the Canadian Consumer Price Index (excluding energy) as published by Statistics Canada, effective May 1 of each year. The Fuel Portion is based on the current cost per litre of diesel as of December 11, 2023 (\$1.77 /litre) and shall be adjusted on a monthly basis to the actual fuel cost for the month.

Note 4

The Contractor is responsible to take precautions to prevent damage of the B-Train trailers. Preload inspection are required to be performed to flag damage on inbound trailers to the RMOW. Repair of damage to the trailers caused by the Contractor will be charged to the Contractor.

Note 5

The Diversion Incentive will be calculated as:

T = Total tonnage of landfill waste (as scaled and recorded at the receiving disposal facility), commercial and strata recyclables, EPR recyclable materials, items deposited at the Transfer Station, any recyclables removed from the landfill waste. Includes materials collected at the two residential depots and the Transfer Station.

R = Tonnage of commercial and strata recyclables, EPR recyclable materials, items deposited at the Transfer Station, any recyclables removed from the landfill waste. Includes materials collected at the two residential depots and the Transfer Stations.

Example: Diversion Percentage = $R/T = 8,111/22,257 = 36\%$ for 2023.

The RMOW believes the \$10,000 per % diversion (based on 5 year average) change reward and penalty evenly splits the costs and savings associated with diversion of waste from disposal to landfill. The Proponent can propose a different reward / penalty amount with a reason for the different amount.

Contractor Signature:

Date:



**SCHEDULE “C”
INSURANCE**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances:

Type of Insurance	Contractor
<i>Commercial General Liability (CGL)</i>	\$5 million per occurrence

General

- 1 The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of RMOW.
- 2 The CGL insurance policy must be extended to cover the Contractor’s Blanket Contractual liability and contain a cross liability naming the RMOW and its officials, officers, employees, servants and agents as “Additional Insured.”
- 3 All required insurance shall provide RMOW with 30 days advance written notice of cancellation on a best efforts basis.
- 4 The Contractor hereby waives all rights of recourse against RMOW with regard to damage to the Contractor’s property.
- 5 Maintenance of such insurance shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.
- 6 Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the RMOW.

SCHEDULE "D"
APPROVED SUBCONTRACTORS

SAMPLE



SCHEDULE "E"
CONTRACTOR'S SUBMISSION

SAMPLE



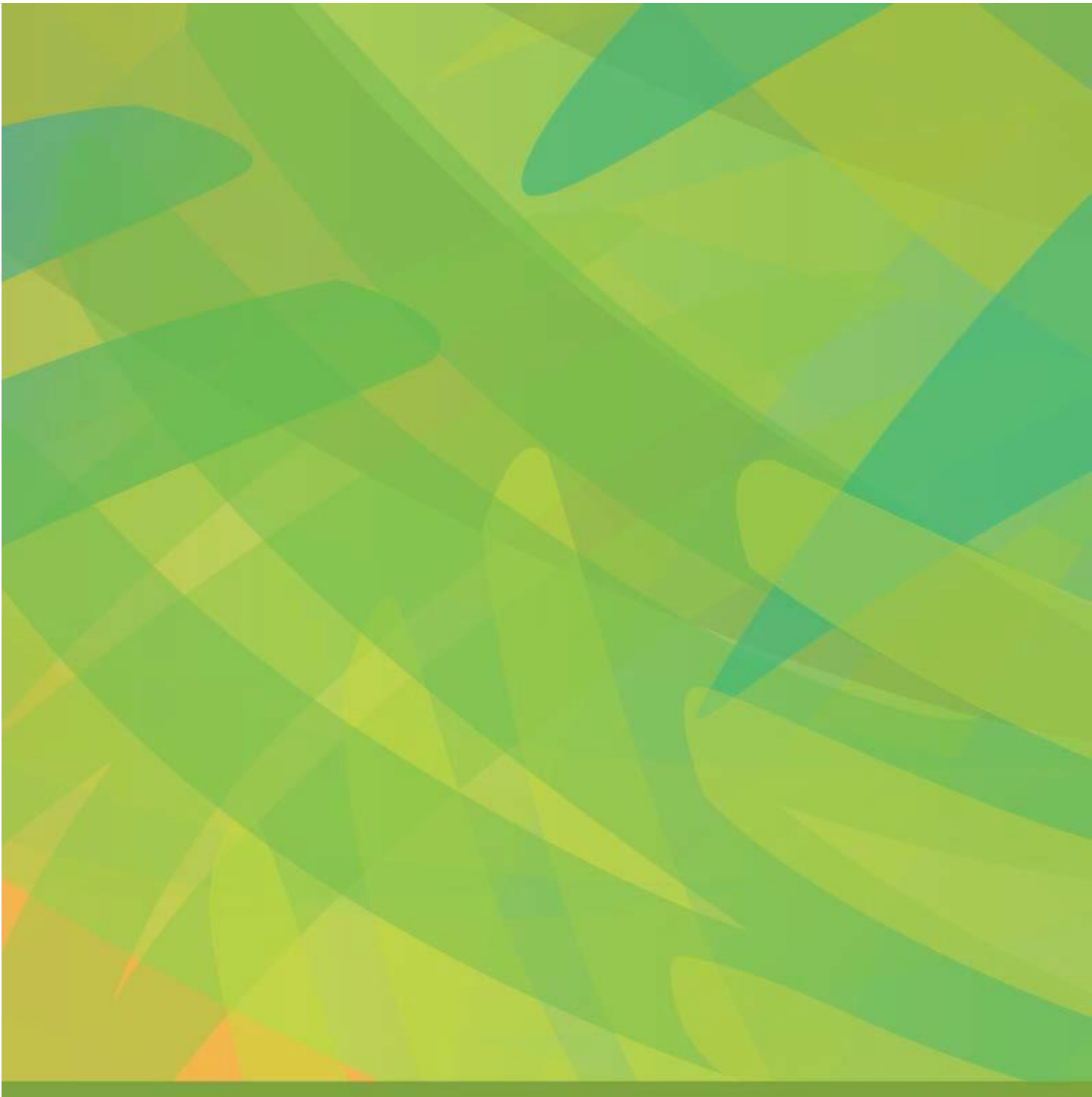
SCHEDULE "F"
RMOW PROCUREMENT DOCUMENTS

SAMPLE



10 Solid Waste Data (2019-2023)

	2023	2022	2021	2020	2019	5-year Average
LANDFILL WASTE						
	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes
TRANSFER STATION	12,593	11,922	11,185	11,565	13,360	12,125
NESTERS DEPOT	1,058	1,066	993	1,110	1,096	1,064
FUNCTION DEPOT	496	528	578	602	498	540
Total	14,147	13,515	12,755	13,277	14,953	13,730
RECYCLABLES / COMPOSTABLES						
Recyclables Received at the Tranfer Station	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes
APPLIANCES	74	100	81	82	74	82
RECYCLED WOOD	2,048	2,004	1,895	1,727	1,963	1,927
DRYWALL - FROM WTS	617	727	769	579	557	650
MATRESSES RECYCLED	74	78	100	99	87	88
STYROFOAM / FILM	7	4	4	7	10	6
MIXED PAPER	8	12	36	35	49	28
CORRUGATED CARDBOARD	301	340	231	188	356	283
RIGID PLASTICS	23	12	6	15	35	18
STEEL	382	413	455	377	412	408
GLASS	25	26	28	52	53	37
TIRES	9	15	11	10	7	10
PAINT	25	28	25	19	22	24
Total	3,592	3,759	3,641	3,189	3,624	3,561
Compostables Received	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes
FOOD WASTE	191	148	86	79	23	105
YARD WASTE	1,467	1,472	1,269	1,233	1,345	1,357
Total	1,658	1,620	1,356	1,311	1,368	1,462
Recyclables received from Compactor Sites	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes
MIXED PAPER & OCC	520	509	547	628	668	575
FILM	37	19	27	22	31	27
STYROFOAM	15	16	13	11	11	13
CONTAINERS	129	137	171	210	288	187
GLASS	83	108	99	120	105	103
Total	784	789	857	991	1,104	905
Recyclables received from Commercial Sites	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes	Tonnes
STEEL - COMMERCIAL	23	58	72	45	60	52
CONCRETE - COMMERCIAL	514	252	335	288	270	332
DRYWALL - COMMERCIAL	-	-	44	93	178	105
GLASS	340	335	268	6	34	196
CONTAINERS	322	299	263	39	97	204
FILM	-	-	-	-	2	2
MIXED PAPER	206	232	187	31	46	141
STYROFOAM	-	-	-	-	0	0
MATRESSES	-	-	-	-	8	8
CORRUGATED CARDBOARD	672	919	687	601	727	721
TOTES - CONTAINERS	-	-	-	221	234	228
TOTES - GLASS	-	-	-	264	264	264
TOTES - PAPER	-	-	-	194	250	222
Total	2,076	2,095	1,856	1,783	2,169	1,996
Total Received	22,257	21,778	20,465	20,551	23,218	21,654
Total Diverted	8,111	8,263	7,710	7,274	8,265	7,924
Percent Diversion	36%	38%	38%	35%	36%	37%
Diversion Bonus / Penalty	\$10,000 per 1% change from 5-year average					



The Resort Municipality of Whistler

Host Mountain Resort
2010 Olympic and Paralympic
Winter Games

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