



REQUEST FOR
PROPOSALS

Fraser Valley Regional District

RFP TITLE: Area B Residential Curbside Waste Collection

RFP NUMBER: RFP-22011

DATE ISSUED: October 28, 2022

CLOSING TIME/DATE:

November 17, 2022 at 12:00pm PST

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Part B - INTRODUCTION

B.1 RFP Overview

The Fraser Valley Regional District ("**FVRD**") is seeking proposals from qualified proponents ("**Proponents**") in response to this request for proposals ("**RFP**") for the provision of: curbside residential garbage, recycling, organics and yard waste collection services in the Regional District's Electoral Area B which includes Laidlaw, Othello, and in the Fraser Canyon - Spuzzum, Yale and Dogwood Valley, and also currently includes collection services to Shxw'ow'hamel First Nation, Spuzzum First Nation and Yale First Nation (including Yale, Albert Creek, Stullawheets and Ruby Creek Reserves).

The services will be provided for a period of three (3) years with the option of a two (2) year extension, as mutually agreed between the parties. The Contract will commence on January 1, 2023.

Proposal documents may be viewed on the FVRD website www.fvrd.ca or BC Bid.

Proposals must be received by 12:00 pm PST on November 17, 2022 ("Closing") at the following email address: bdyck@fvrd.ca

Any questions about this RFP may be directed to

Brett Dyck

Engineering and Community Services Technologist

bdyck@fvrd.ca

Part C- OBJECTIVES

C.1 Scope of Services

The Regional District is requesting proposals for curbside residential garbage, recycling, organics and yard waste collection services.

Proponents will be required to provide a proposal for the cost of providing the collection service and will include tipping/processing fees for the residential garbage, recycling, organics and yard waste collected. Proponents must indicate which facilities they propose to use.

Proponents will bid on the provision of the following services:

a) Residential Curbside Garbage Collection

Residential curbside garbage pick-up is limited to all single-family dwellings, smaller multi-family dwellings (i.e. duplexes, up to six (6) townhouses) and larger strata-titled multi-family complexes.

Service must be available to new residential units as they are built.

Service is to be provided once per week, with a two (2) bag/container limit. The Regional District reserves the right to reduce the bag limit down to one (1) bag per week during the term of the contract.

The weight of each bag/ container is not to exceed 20 kg (45lbs). The volume of each bag/container is not to exceed 60 litres.

"Tag-a-Bag" Program" is in effect in the service area, which allows a service user to set out additional bags/containers of residential garbage over the two (2) bag/container limit prescribed, provided that the service user attaches a tag for which a fee has been paid for each additional bag/container of residential garbage. This program is administered by the contractor.

Some residences in Electoral Area B may receive rear lane pick-up service; however, the majority of the service area has front, curbside pick-up. There are currently three hundred and eighty-one (368) residential curbside accounts in Electoral Area B, including First Nations accounts.

All residential garbage collected must be collected exclusively and delivered exclusively to an authorized landfill facility as outlined in the Regional District's Solid Waste Management Plan, unless otherwise directed by the FVRD.

Copies of the appropriate weigh bridge (scalehouse) receipts must be provided to the Regional District. For reference, approximately 100 tonnes of residential garbage is collected annually based on 2021 data.

b) Residential Curbside Recycling

Residential curbside recycling service must use the "Blue Bag" recycling program.

Recycling is presently being picked up weekly, but bi-weekly pick up may be considered if a benefit is recognized by the Regional District.

Materials accepted in the current recycling program must be maintained and must include newspaper, telephone books, magazines, corrugated cardboard, boxboard, mixed paper, tetra-paks, plastic grocery bags, tin and aluminum containers, and various types of #1, #2, #3, #4, #5, #6, and #7 plastic products.

Acceptance of additional types of materials for pick up will be an asset.

There are no limits to recycling quantities and currently there are three hundred and eighty-one (368) residential curbside recycling accounts in Electoral Area B, including First Nations accounts.

All "Blue Bag" recycling must be collected exclusively and delivered exclusively to an authorized recycling facility as outlined in the Regional District's Solid Waste Management Plan, unless otherwise directed by the FVRD.

Copies of the appropriate weigh bridge (scalehouse) receipts must be provided to the Regional District. For reference, approximately 10 tonnes of recycling is collected annually based on 2021 data.

c) Residential Curbside Yard Waste Collection

Residential yard waste to be picked up on a weekly basis.

Materials include: leaves, grass clippings, pine needles, pine cones, corn and tomato stalks, garden plants and prunings up to 1/4" in diameter. Yard waste must be placed in paper yard waste bags or a bin.

A maximum limit of ten (10) bags or bundles will be accepted. There are currently three hundred and eighty-one (368) residential curbside yard waste accounts, including First Nations accounts.

All yard waste must be collected exclusively and be delivered exclusively to an authorized facility as outlined in the Regional District's Solid Waste Management Plan, unless otherwise directed by the FVRD.

Copies of the appropriate weigh bridge (scalehouse) receipts must be provided to the Regional District. For reference, approximately 85 tonnes of yard waste is collected annually based on 2021 data.

d) Residential Curbside Organics Collection

Residential organic waste to be picked up on a weekly basis, on the same day as garbage and recycling collection. Materials include: food scraps, fruit and vegetable scraps, egg shells, coffee grounds, meat and bones, bread/pasta products and food soiled paper.

Residents have already been provided with small 40 litre "green bins" for food scraps. All organic waste must be collected exclusively and be delivered exclusively to an authorized organics processing facility.

Annual tonnage data for Organics is not available.

(collectively, the "**Services**") all to be provided with consideration being given to a focus on value to the FVRD and Project budget. Proponents will have an opportunity to propose

innovative collection techniques which will result in any of the following, or combination thereof:

- a) Enhanced service to Regional District residents;
- b) Maximum waste diversion;

- c) Less(er) environmental impacts, and
- d) Cost savings to the Regional District.

Proponents are invited to submit a proposal with costs for each of the options listed below. Staff at the Regional District are not dissatisfied with the current collection method and are prepared to enter into a Contract for similar service; however, a proposal offering improved service, increased diversion, less environmental impacts and/or any cost savings, may be deemed preferable by the FVRD. It is therefore recommended, but not required, that Proponents use the existing system as a base level benchmark and add additional proposals offering innovative waste collection systems. The following is a list of the types of proposals which may be considered by the Regional District: co-collection, varying collection frequencies, and innovative diversion strategies. The Proponent will be required to enter into a formal Contract with the Regional District upon acceptance of their proposal. The terms of the Contract shall include all of the minimum performance standards, contractual requirements and other requirements outlined herein plus the specific terms negotiated pursuant to the pricing and details of the accepted proposal.

If a Proponent intends to use transfer or storage facilities for residential garbage, recycling or yard waste materials, the proposal must specify the location and a general description of these facilities. The Contractor will be completely responsible for all costs associated with acquiring and upgrading any site to provide the necessary facilities. All wastes must be taken to an authorized facility as outlined in the Fraser Valley Regional District Solid Waste Management Plan.

Current Services and Conditions

- a) Schedule of Services

All of Electoral Area B, including First Nations accounts, is currently serviced on Thursdays. Proponents should provide pricing for maintaining this current service schedule, and provide separate pricing sheets for any alternate service schedules proposed.

- b) User Counts

All figures given for number of current users are based on best information available to the Regional District. However, the Regional District does not warrant their accuracy and numbers are subject to change over the term of this contract. First Nations accounts are listed in a separate table. All average haul distances are approximate and measured from the Hope Transfer Station as a reference point for a calculation to a final discharge point.

Lists containing addresses of residents in Electoral Area B and First Nations accounts are attached herein.

Electoral Area B Collection Area	Haul Distance from Hope Transfer Station (one way)	Number of Residential Curbside Accounts
Laidlaw	23 km	62
Othello Area (Including Union Bar)	17 km	11
Fraser Canyon (including Spuzzum, Yale & Dogwood Valley)	50 km (Spuzzum)	194
Total		267

First Nations Collection Area	Haul Distance from Hope Transfer Station (one way)	Number of Residential Curbside Accounts
Spuzzum First Nation	47 km	23
Shx'ow'hamel First Nation	20 km	44
Yale First Nation	30 km + 23 km (Ruby Creek)	34
Total		101

Proponents should note that the Regional District has separate agreements with each of the First Nations. First Nations are not necessarily obligated to participate and as such may choose to opt out and not become part of Fraser Valley Regional District Waste Management Program at any time.

c) Bylaws and Regulations

- *The Fraser Valley Regional District Electoral Area "B" Waste, Recyclables and Compostables Collection Bylaw 0369, 2000* (attached hereto).
- *The Fraser Valley Regional District Electoral Area "B" Waste, Recyclables and Compostables Collection Amendment Bylaw 0563, 2003* (attached hereto).

The above noted bylaws must be adhered to throughout the term of the contract. In addition, the Regional District may amend its bylaws during the term of this agreement. Special attention should be made to sections regarding landfill bans, landfill operating hours, collection procedures, and the schedule of fees.

Any bylaw amendments required to facilitate the terms of the proposal must be submitted in detail.

The Contractor must develop a solid waste program that follows and complies with the terms and conditions of the Fraser Valley Regional District Solid Waste Management Plan and all other Provincial or Federal regulatory requirements. It should be noted that some authorized recycling and disposal locations in this bylaw may no longer be active. Copies of the FVRD's Solid Waste Management Plan will be available upon request.

C.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Submission of proposals deadline	November 17, 2022
2	Notice of Award	November 25, 2022
3	New contract to begin	January 1, 2023
4	First actual day of collection under new contract	January 5, 2023

Part D - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

D.1 Closing Date and Location

Proposals must be received by 12:00 pm local time on November 17, 2018 ("Closing") at the following email address: bdyck@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

D.2 Form of Proposal Submissions

Proponents are requested to submit the following copy/ of their proposal ("**Proposal**"):

- i. One electronic copy in Adobe PDF format by email.

Proponents are requested to deliver clearly marked with the RFP Number, RFP Title and Proponent's name and address.

D.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- (i) Completed and signed Form of Proposal set out in Schedule C;

- (ii) Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers) for each work that the FVRD may contact as set out in Schedule D;
- (iii) Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- (iv) Sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such, as, details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.
- (v) The Regional District requires the Contractor to furnish a bond to ensure performance under the contract and for the payment of all obligations arising under the Contract, with such security or securities, approved by the Regional District in the amounts shown below.

The Contractor must provide the Regional District with either a Performance Bond or Letter of Credit in the amount of fifty percent (50%) of the total contract price for 1 year including GST. The Performance Bond or Letter of Credit will be subject to the approval of the Regional District's Chief Financial Officer.

D.4 Information Meeting

A Proponent's meeting will not be held.

D.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Brett Dyck, Engineering and Community Services Technologist

Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

Email: bdyck@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part E - TERMS AND CONDITIONS OF RFP

E.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any

addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

E.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

E.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

E.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- (i) Completeness of Submission: Proposal contains all required sections and is received correctly before 12:00 pm PST on November 17, 2022.
- (ii) Based on the proposal's supplied pricing information, the annual Contract cost for the proposed service will be calculated.
- (iii) Level of Proponent Qualifications: How well the proponent meets the qualifications.
- (iv) The proposed method of collection, the ability of the Contractor to do the work, and the perceived ability of residents to understand the collection system will be reviewed.

Unworkable proposals (as assessed by the FVRD) will be eliminated from consideration.

Proposals which pose some problems which are surmountable (as assessed by the FVRD) may be assessed an annual cost to be added to the annual Contract cost to account for these "surmountable problems".

Proposals which provide benefits to Regional District residents (i.e. less traffic on the streets because all material is being picked up by the same truck), as assessed by the FVRD, may be awarded credits which would reduce their annual Contract cost (for comparison purposes only).

- (v) Based on the three (3) year annual Contract cost, FVRD staff will make a recommendation to the Regional District Board of Directors for the most favorable proposal. The Regional District Board of Directors will then select their most favorable proposal.
- (vi) Staff and the Contractor will then develop a Contract document including the Minimum Performance Standards and Schedule of Prices from the proposal along with other mutually agreed upon details. The final Contract must be approved by the Regional District Board of Directors.
- (vii) 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 Regional District by this RFP, or by the submission of any Proposal, or by the consideration of, or failure, or refusal to consider any Proposal by the Regional District.
- (viii) All submissions received in response to the RFP will be evaluated and the Proponent judged to have the BEST OVERALL PROPOSAL (the "Preferred Proponent") will be selected to enter into negotiations leading to a formal Contract. If negotiations with the Preferred Proponent are unsuccessful, the next highest rated Proponent would be deemed to be the Preferred Proponent and negotiations would be commenced with him/her.
- (ix) The Regional District expressly reserves the right to accept or reject any or all submissions at any time, modify the project schedule, or cancel the RFP for any reason whatsoever without compensation to the RFP Proponents. The Regional District expressly reserves the right to accept the submission deemed most favorable to the interests of the Regional District. The Regional District reserves the right to waive minor defects in any proposal.
- (x) The Regional District does not accept any liability whatsoever arising from any or all investigations or other work done or not done by the individual RFP Proponents in preparation of the RFP submission. All RFP Submissions will be prepared by and at the sole expense of the respective RFP Proponent.
- (xi) It is each Proponent's responsibility to ensure that he/she has received and reviewed a complete RFP. The submission of Proposal constitutes representation by a Proponent that he/she has verified receipt of a complete RFP, including any and all Addenda. A Proponent must review the entire RFP prior to submitting a Proposal. Any requests for clarification of issues related to the RFP must be transmitted in writing to the Contact Person and the Contact Person shall respond back in writing.
- (xii) By submitting a Proposal, the Proponent indicates acceptance of the entire RFP and waives any further right to rectify, clarify or qualify any aspect of the RFP.
- (xiii) Written Addenda are the only means of changing, amending or correcting this RFP. The Contact Person may change, amend or correct this RFP by issuing an Addendum to each Proponent. No employee or agent of the Regional District other than the Contact Person is authorized to change, amend or correct the RFP or issue any Addenda. Information pertaining to this RFP that is offered by or obtained from sources other than the Contact Person is not

official, may be inaccurate, and must not be relied on in any way by any Proponent for any purposes associated with this RFP.

(xiv) The Proposal that scores the highest, or any Proposal, will not necessarily be accepted. The Regional District reserves the right, at its sole discretion, to reject any or all of the Proposals. The Regional District shall not be obligated in any manner to any Proponent whatsoever until a written formal Contract has been duly executed relating to an approved Proposal

E.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

E.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

E.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

E.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

E.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

E.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

E.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

E.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

E.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

E.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a

guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

E.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

E.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

E.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

E.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract .

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

E.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

E.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard Agreement for Services form document, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications, set out in Schedule A.

Part F – Schedule A GENERAL CONDITIONS AND SPECIFICATIONS

All Contractors submitting proposals must be aware of the following Contractual Requirements which will be incorporated into the formal Contract:

1) Indemnity Clause

The Contractor covenants to save harmless and effectually indemnify the Regional District against:

- All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the performance of the said Work;
- All expenses and costs which may be incurred by reason of the execution of the said Works resulting in damage to any property owned in whole or in part by the Regional District or which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, and
- All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers Compensation assessment, Unemployment Insurance, Federal or Provincial Tax, and for checkoff; and all actions and proceedings, costs, damages, expenses, claims and demands arising from the Contractors trespass or damage to private property or properties not owned by the Regional District.

2) Public Liability, Property Damage and Fire Insurance

Prior to the commencement of any Work hereunder, the Contractor shall obtain and maintain or cause to be obtained and maintained in force during the term of this agreement, with an insurance acceptable to and approved in writing by the Chief Financial Officer of the Regional District, the following insurance with limits not less than

those shown in respective items following:

- Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage up to \$5,000,000 inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
- Motor Vehicle Insurance for public liability and property damage providing coverage up to \$5,000,000 inclusive on owned, non-owned or hired vehicles, and
- Complete Operations coverage on an all risk occurrence basis up to \$5,000,000 inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work.

In all policies of insurance providing coverage called for by this clause (except motor vehicle insurance), the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of

the performance of the work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days' notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any such insurance as aforesaid, or deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance, and the Contractor hereby appoints the Regional District his/her true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

Notwithstanding the provision of insurance coverage by the Fraser Valley Regional District, the Proponent hereby agrees to indemnify and save harmless the Fraser Valley Regional District, its successors), assign(s) and authorized representatives) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the Fraser Valley Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the construction manager, servant(s), agent(s) or employee(s) under this agreement, 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 Fraser Valley Regional District, its other consultant(s), assign(s) and authorized representative(s) or any other person.

3) Worksafe BC Coverage

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her plant, his/her equipment and his/her

method of executing the Work of this Contract. The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the WorkSafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this contract. The Contractor shall be responsible for coordination of safety and health under the WorkSafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

4) Local Government Bylaws

The Contractor shall comply with all applicable regulations and bylaws of the Regional District.

5) Law Applicable

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

6) Permits, Fees, Licenses, Laws, Notices, etc.

The Contractor shall apply for and pay for all necessary permits or licenses required for execution of the Contract. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, bylaws, rules and regulations relating to the Work and the preservation of the public health and safety, and public and private property.

7) Execution and Completion of Contract

The Contractor shall at his/her own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which in the opinion of the FVRD may be required for the execution and completion of this Contract.

8) Work Performance

The whole of the Work and the manner of performing the same shall be done to the entire satisfaction and approval of the FVRD, and he/she shall be the sole judge of the Work in respect to quality and his/her decision with regard to Work and materials and as to the meaning and intention of this Contract and any part or parts thereof shall be final and binding upon this Contractor.

9) Changes in the Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless he/she shall first have received the written consent of the FVRD, and no claims for additional compensation shall be valid unless the change was so ordered.

10) Failure of the Regional District to Take Action not a Waiver of its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the District or any of its said rights.

11) Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

12) Service of Notices

Any notice, order, direction, request or other communication given by the Regional District to the Contractor under this Contract shall be deemed to be well and sufficiently given to the Contractor if the same be left at the office used by the Contractor, or be delivered to any of his/her officers, clerks, or servants, or be mailed in any post office addressed to the Contractor at the address mentioned in this Contract or at the Contractor's last known place of business. No responsibility will be accepted for oral instructions.

13) Extra Work

Extra work means the furnishing of materials and/or equipment and/or equipment and/or doing of work not directly or by implication called for by the Contract. If the Regional District requires extra work, it may do it itself or by the employment of others, or it may direct the Contractor in writing to do the extra work and keep accurate records, in a manner approved by the FVRD of all actual necessary expense pertaining thereto and make such records available to the FVRD for inspection at all times, in which event the extra work shall be paid for on the basis of the actual necessary expense to the

Contractor of doing the extra work, plus an allowance of 15 percent of the said necessary expense to cover the Contractor's overhead, general superintendence, profits and any other expense, and no other payment whatsoever shall be made on this account.

For the purpose of this clause, "actual necessary expense" shall mean the sum of the following items: the actual necessary cost to the Contractor of material required to perform the extra work delivered to the site plus the amount of any applicable taxes; and the actual necessary cost to the Contractor of labour required to perform the extra work; this shall include payment made by the Contractor on behalf of the labour employed performing the extra work under the "Workers Compensation Act" and every other out-of-pocket cost directly attributable to the cost of labour on the extra work; and the direct actual out-of-pocket cost of necessary supervision; this shall apply only to direct supervision employed full-time supervising the extra work; and an allowance for the necessary hourly use of that portion of the Contractor's plant and equipment required solely in the performance of extra work; the payment of such allowance shall be at the rates agreed on in writing by the FVRD; and the actual necessary out-of-pocket cost to the Contractor of all fuel and lubricating oil used on the extra work; and the actual out-of-pocket cost to the Contractor of any professional advice if authorized in writing by the FVRD; and any other out-of-pocket costs to the Contractor if authorized in writing by the FVRD, and nothing else.

14) Other Work

The Regional District, its servants and agents shall be at liberty to enter upon the site of the Work with its workers and materials to do work not comprised in this Contract, and the Contractor shall afford any such workers all reasonable facilities to the satisfaction of the FVRD.

15) Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the FVRD to every such assignment or subcontract.

16) Subcontractors

The Contractor shall be held as fully responsible to the Regional District for the acts and omissions of his/her subcontractors and of persons directly or indirectly employed by him/her, as for the acts and omissions of persons directly employed by him/her. The Contractor agrees to bind every subcontractor by the Conditions, Specifications and Drawings applicable to his/her Work. The Contractor shall provide a list of the subcontractors who will be employed by him/her and no changes or additions to this list shall be made without the written approval of the FVRD.

17) Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of the Work or afterwards, or after determination of breach of the Contract, as to any matter arising thereunder, either party hereto may, at his/her option give to the other notice of such dispute and demand arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the laws of the Province of British Columbia. Provided, however, that if arbitration has not been agreed upon either party may elect to have such dispute determined by a Court of Courts of competent jurisdiction.

18) Dismissal of Contractor

In the event that the Contractor at any time is not complying with the provisions of this Contract to the satisfaction of the FVRD, the Regional District immediately shall become empowered hereby to notify the Contractor to discontinue services and the Contractor thereupon shall discontinue the Work called for by this Contract and the Regional District shall have the right, in its sole discretion, to enter into a Contract with some other person or persons for continuance of the Work; PROVIDED that the monies paid such person or persons for the supplying of such material and Work shall be charged to the Contractor.

19) Employee and Plant Safety and Adequacy

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her plant, his/her equipment and his/her method of executing the Work of this Contract. The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the WorkSafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this contract. The Contractor shall be responsible for coordination of safety and health under the WorkSafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

20) Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labour, services and materials used by him/her during the fulfillment of this Contract as and when such accounts become due and payable, and shall

furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment

of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

21) Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor or the Regional District on demand. Payments made by or expenses charged to the Regional District under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

22) Regional District's Right to Remedy or Execute the Works

Should the Contractor fail to execute the Work to the Satisfaction of the FVRD and fail to remedy the situation or execute any part of parts of the Works as requested by the FVRD, the Regional District shall thereupon become empowered to do the Work itself or to employ such person or persons to remedy or execute the Work provided that the entire expense of the remedy or execution shall be charged to the Contractor; PROVIDED that the remedy or execution shall in no way affect the Contractor's duties and liabilities hereunder nor in any way relieve him/her from the performance and fulfillment of any or all of his/her covenants, undertakings, obligations and duties under this Contract. All such remedy or re-execution of the Work shall be carried out and completed in accordance with the plans, specifications and standards of the Contract Documents and to the satisfaction of the FVRD. The provision of this clause shall remain in full force and effect during the entire term of the Contract.

23) Hours of Work

Unless otherwise specified, the normal hours of Work shall be between the hours of 8:00

a.m. and 5:00 p.m., Monday through Friday. No Work shall be done at other times or on public holidays except with the permission of the FVRD.

24) Materials and Workmanship Supplied by Contractor

The whole of the Work shall be done in a substantial and workmanlike manner with materials, articles and workmanship of the best quality and description and as required by and in strict conformity with this Contract. Unless otherwise specified all materials shall be new of in "good as new" condition.

25) Qualifications of Contractor's Employees

The Contractor shall not employ any person who, in the opinion of the FVRD, is unfit or not skilled in the Work assigned to him/her. The Contractor shall at all times in connection with the execution of the Work, keep and employ a competent general superintendent capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Regional District to such superintendent shall be held to have been given to the Contractor.

26) Loss of and Damage to Materials

The Contractor shall bear the risk of loss or damage from whatsoever cause to all materials supplied, such as residential garbage containers. The Contractor shall immediately, at his/her own expense, restore the damaged, destroyed or lost materials. All such restoration or replacement of the materials damaged, destroyed or lost, shall be carried out and completed in accordance with the plans, specifications and standards of this Agreement and to the satisfaction of the FVRD.

27) Work Stoppages Due to Labour Disputes

In the event that the Contractor experiences a labour dispute with his/her employees, and a work stoppage follows, the Regional District shall not be responsible for paying for any services which are not fully delivered. At the conclusion of the work stoppage, the Contractor shall be responsible for collecting all the backlogged materials.

28) Term of Contract

The term of this Contract shall be for a period of three (3) years commencing the 1st day of January, 2023 and expiring at the end of the working day on December 31, 2026, with an option for a mutual extension of two (2) years.

29) Contractor's Office. Mailing Address and Contacts

The Contractor shall, during the continuance of the Work, maintain an office equipped with a telephone and fax machine, both with either a local or toll free number, and shall have his/her representative in this office at all times between 8:00 a.m. and 5:00 p.m. (except for: Saturdays, Sundays and statutory holidays on which residential garbage, recycling and yard waste material are not collected). Before commencement of the work, the Contractor shall provide the FVRD with a list of at least two (2) persons who shall have authority to act on his/her behalf in times of urgency. At least one (1) on the list shall be available at all times beyond normal working hours.

30) Inspection of Work

Periodic inspections of the Contractor's Work will be made by the FVRD to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the Contract specifications exists, the Contractor will be notified either verbally or in writing by the FVRD. Upon notification the Contractor must proceed without delay to institute corrective measures. Such periodic inspection shall not relieve the Contractor in any way from making his/her own inspection to ensure that the Work is being performed under the Contract terms.

31) Complaints and Inquiries (telephone number, log)

The Contractor shall respond to complaints with dispatch and courtesy. He/she shall inquire fully into the nature and extent of the complaint and attempt to satisfy the problem within the obligations imposed upon him/her under the Contract and in the spirit of good public relations. The Contractor shall maintain a complete "Complaint Log", to include time and date of call, address of the calling party, the nature of all complaints and inquiries received and the action taken to rectify the matters in question. The log shall be available for inspection at any time during normal office hours, by the FVRD. Complaints that cannot be resolved within 24 hours shall be referred to the FVRD. The Regional

District reserves the right, in the event that complaints are not satisfactorily corrected by the Contractor within 24 hours, to take such actions deemed necessary and

charge the complete cost thereof, plus applicable overheads, to the Contractor. Where a customer is in breach of the terms of this Contract and the Contractor refuses to provide collection service, the Contractor shall appropriately label the bag as described herein and report immediately such infraction to their dispatcher such that a record of the breach can be logged.

32) Holidays

The Contractor shall not be required to provide collection services on the eleven (11) statutory holidays approved by Regional District Board of Directors.

33) Vehicles and Equipment

The Contractor shall use vehicles and equipment in conformity with the applicable acts of the Province of British Columbia. All vehicles shall be watertight and designed in such a manner as to prevent the discharge of liquid, residential garbage, recycling or yard waste materials while the vehicle is actively collecting materials or is in transit. Any leaks of oil, hydraulic fluid or other automotive fluids from the vehicles and equipment shall be remedied immediately. The Contractor shall immediately clean up the leaked fluids with absorbent material which at least one (1) of the vehicles serving the area shall carry at all times. The cab doors of all vehicles shall be clearly lettered with the Contractor's name and local business telephone (lettering to be not less than two (2) inches in size). All vehicles shall be painted and maintained in a clean and proper operating condition at all times. Equipment or vehicles which are deemed by the FVRD to be in poor repair, unsightly, or dangerous, shall be immediately removed from the road and a satisfactory substitute arranged for by the Contractor at the Contractor's cost. The Contractor shall advise the FVRD in writing of any changes to the originally submitted list of all vehicles and equipment to be used in the execution of the Contract. Any changes to the list of vehicles and equipment shall be of an equivalent or better than those submitted nature and this judgment is solely at the discretion of the FVRD. All vehicles and equipment employed by the Contractor in the execution of the Contract shall be accessible to the FVRD for inspection at all times. It shall be the Contractor's responsibility to determine what type of collection vehicle is most appropriate to provide the most economical collection service. From a safety and environmental perspective the Regional District would prefer collection on a single truck of all materials but does not limit proposals to this requirement.

34) Appearance and Conduct

All personnel engaged in the collection of residential garbage, recycling and yard waste materials shall conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard acceptable to the FVRD. The FVRD may order that the Contractor take disciplinary action against any employee directly involved in the customer contact or collection process for one (1) or more of the following offenses, and the Contractor shall comply with such request as promptly as possible: intoxication; the use of foul, profane, vulgar or obscene language; solicitation of gratuities or additional fees from the public for service performed under this Contract; the wanton or malicious damage or destruction of containers and/or residential garbage, recycling or yard waste material receptacles; the malicious scattering or spilling of residential garbage, recycling or yard waste materials; any other willful or reckless action in disregard of safety or sanitary

requirements; and any action which may constitute a public nuisance or disorderly conduct.

35) Spilled Residential Garbage, Recycling, Yard Waste or Organics Material

The Contractor shall immediately clean up any residential garbage, recycling, yard waste or organic material spilled or scattered in the process of collection. Where, in the opinion of the FVRD, the spilled material constitutes a nuisance or a hazard the FVRD may have it cleaned up and the cost of any such cleanup shall be deducted from monies owing to the Contractor on the next monthly invoice.

36) Collection Cancellation Due to Poor Weather Conditions

The Contractor shall carry sufficient tire chains on all of his/her collection vehicles and shall use them whenever the weather warrants their use. In the event that the Contractor sees fit to cancel collection in the Regional District because of safety concerns the following actions shall be taken by the Contractor: immediately contact the FVRD or his/her staff answering customer complaints/inquiries to advise of the cancellation, and collect double the residential garbage limit from the customers who were missed on their next regularly scheduled collection day. Amend the monthly invoice by the credit, if any, proposed in the pricing section.

37) Staff Training

All staff employed by the Contractor for any duties associated with this Contract including but not limited to: driver/operators, swampers, dispatchers, and customer service operators shall be adequately trained by the Contractor to be familiar with the following items: pickup start times and current route collection day, materials accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material), materials not accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material), procedure for missed collections, procedure for collection refusals, the complaint log kept by the Contractor, cost and availability of over-limit residential garbage stickers, and procedures during spring cleanup week.

38) Schedule of Routes and Times

The Contractor shall establish a schedule of routes and times for the collection of residential garbage, recycling, and yard waste material from applicable units within the Service Area. The Contractor's schedule of routes and times shall be subject to the approval of the FVRD. For the convenience of residents: changes to the routes will only be permitted by the FVRD if an acceptable amount, as judged by the FVRD, of public education to affected customers has been done by the Contractor at his/her cost, collection service for residential garbage, recycling and yard waste material shall be on the same servicing day, and residential garbage, recycling, and yard waste material should be collected at close to the same time from one (1) service day to the next.

39) Collection Schedule

The Contractor shall be responsible initially and annually thereafter to inform the occupants of each applicable residential unit within the Service Area, of the days on which collection service for residential garbage, recycling, yard waste and organics material shall be provided for them. Other pertinent information shall be included to the satisfaction of the FVRD. Collection Schedule printing and delivery costs are wholly the responsibility of the Contractor. Collection Schedules shall be hand delivered door to door by the Contractor and shall not be included

with other advertising mail or as a newspaper insert. The Contractor shall be responsible for mailing out to any households who report that they did not receive a schedule for the first month of the new collection schedule. The Contractor shall also deliver waste management pamphlets and brochures provided by the Regional District along with the Collection Schedules. This information will be on the waste management topic and may include, but is not limited to, recycling and yard waste brochures, waste reduction tips, waste reduction newsletters, etc. It is anticipated that there will normally only be one (1) or two (2) items to be delivered with the collection schedules. The Contractor shall provide the Regional District with Collection Schedules as needed for distribution to new residents and as replacements for lost brochures.

40) Collection Statistics and Reports

The Contractor shall keep daily statistics by route on the number of units who have placed residential garbage, recycling, or yard waste material out for collection. The Contractor shall also keep statistics on the aggregate weight of residential garbage, recycling and yard waste material taken to their respective processing areas. Statistics shall be itemized separately for residential garbage, recycling, and yard waste material. The Contractor shall submit, along with his/her monthly invoice, a report containing a summary of the above noted statistics for the entire month of collection. The form of the monthly report shall be subject to the FVRD's approval.

41) Monitoring and Limit Enforcement

The Contractor shall monitor the contents of the recycling and yard waste material collected to ensure that contaminants are not picked up. Containers which visibly contain materials not included in the definition of recycling and yard waste material or which visibly contain acceptable materials which have not been prepared in accordance with the Regional District's instructions to residents, shall not be collected unless the FVRD allows some leniency. It is anticipated that the current practice of allowing very small amounts of contaminants, so as not to discourage customers from participating in the recycling or yard waste programs, shall be continued. Rejection by the Contractor of any contamination which is over 5% of the packaged material is absolutely required.

The Contractor shall have made up and approved by the FVRD, "Refusal Stickers" to be placed on all materials left at the curb. The refusal sticker shall be a bright colour, water resistant, easily readable, and shall contain the Contractor's telephone number, date, time, truck number and clearly indicate the reason the material was left at the curb for education of the customer. The Contractor shall record the customer's address, reason, date and time of any collection refusals in his/her "Complaint Log".

42) Monthly Invoicing

Throughout the term of this Contract, payment for providing collection, delivery and disposal of residential garbage, recycling and yard waste as specified in this Contract shall be made on a monthly basis. Additionally, payment for any of the services covered by the provisional rates and required by the FVRD shall also be made on a monthly basis.

Invoicing to individual residential collection customers shall be done by the Regional

District. The Contractor shall submit to the Regional District an invoice for payment, all applicable weigh bridge (scalehouse) receipts for each separate stream of waste material (residential garbage, recycling and yard waste), a list of the customers to who the Contractor provided service, on or after

the last day of the month for which the invoice applies. The Regional District shall make payment net 30 days from the date of invoicing.

43) Changed Destination for Materials

If the FVRD requests that the Contractor take any of the four (4) collected materials (residential garbage, recycling, organics or yard waste) to a destination other than those identified in this Contract the cost difference for this, as measured one (1) way from the appropriate facility, will be credited to the Regional District if closer and invoiced to the Regional District if further away. A cost per kilometer should be included in the RFP package.

Part G Schedule B SCHEDULE OF PRICES

In addition to the completion of Table 1, please fully answer the questions detailed below and add any additional information you feel is necessary.

1. How many collection vehicles are intended to be used and what type(s).

2. Is it your intention to collect more than one (1) material type (residential garbage, recycling, yard waste or organics) on the same vehicle?

3. What collection method do you propose (eg. Add-a day, same day, each week?)

4. Describe in detail your proposed method for residential garbage, recycling, yard waste and organics collection.

5. If your proposal requires collection any material less frequently than is currently done, explain in detail how you would propose to educate Electoral Area "B" residents on this change, and also detail what this would do to the format of the collection schedule.

Part H SCHEDULE C FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Proposed Price for Goods/Services	\$ _____
Plus G.S.T.	\$ _____
TOTAL	\$ _____

Throughout the duration of the contract, the price will be modified to reflect the addition and/or subtraction of addresses to the curbside collection list by the following amount:

Electoral Area B and First Nations Residential Curbside Garbage, Recycling, Yard Waste and Organics Collection					
Cost of residential curbside garbage, recycling, yard waste and organics collection	Per residential curbside account per year				
Total Cost =					

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ___ day of _____, 201__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position:

Name & Title/Position:

Part I SCHEULDE D PROPONENTS EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Part J SCHEDULE E DECISION MATRIX TEMPLATE

DECISION MATRIX TEMPLATE

EVALUATION CRITERIA							
Decision Factors				Name	Name	Name	
Mandatory Evaluation Criteria - Pass/Fail Criteria	Maximum Points	Weight	SCORE				Description
Received by closing date and time			P/F				
Inclusion of Mandatory Requirements			P/F				
Pass/Fail (P/F)			P/F				
Evaluation Selection Criteria							
Methodology including equipment	25						
Qualifications and experience of personnel including reference checks and past experience with FVRD	15						
Total Cost of program	60						
SCORE	100			0	0	0	

Instructions for Unweighted Score: Insert the maximum points allowable for each criteria (for a total of 100 max points) and score each submission against each selection criteria

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

	PREFERRED PROPONENT/BIDDER
	Comments regarding preferred submission:

**Part K SCHEDULE F CURRENT GARBAGE AND RECYLCING COLLECTION
SERVICE LIST**

Othello		Spuzzum	
67400	TUNNELS RD	36255	TRANS CANADA HWY
67801	FISH CAMP RD	36110	TRANS CANADA HWY
67700	OTHELLO RD	37840	SPUZZUM RD
67905	FISH CAMP RD	38081	FRONT ST
67905	FISH CAMP RD	37440	SPUZZUM CREEK RD
68001	OTHELLO RD	38101	FRONT ST
68201	OTHELLO RD	38230	SPUZZUM RD
68101	OTHELLO RD	38028	SPUZZUM RD
68301	OTHELLO RD	38111	FRONT ST
68451	OTHELLO RD	38171	FRONT ST
69101	OTHELLO RD	38191	FRONT ST
21800	UNION BAR RD	38241	FRONT ST
67851	OTHELLO RD	38280	FIRST ST
		38370	FIRST ST
		38250	FIRST AVE

Laidlaw

58401	ST ELMO RD	58538	MCKAY RD
58491	ST ELMO RD	58608	MCKAY RD
58430	LIDLAW RD	58648	MCKAY RD
58430	LIDLAW RD	58728	MCKAY RD
58460	LIDLAW RD	58671	DENT RD
58411	LIDLAW RD	58551	DENT RD
58465	LIDLAW RD	58551	DENT RD
58830	ST ELMO RD	58550	DENT RD
58930	ST ELMO RD	58751	MCKAY RD
58911	ST ELMO RD	58550	LIDLAW RD
58931	ST ELMO RD	58431	MCKAY RD
58931	ST ELMO RD	58407	LIDLAW RD
59171	ST ELMO RD	58530	LIDLAW RD
59210	ST ELMO RD	58481	MCKAY RD
59311	ST ELMO RD	58491	MCKAY RD

59631	NASH RD	58480	LIDLAW RD
59261	ST ELMO RD	58321	MCKAY RD
59321	ST ELMO RD	58401	LIDLAW RD
			ANDERSON
58051	LIDLAW RD	58955	LANE
58490	LIDLAW RD	58510	LIDLAW RD
			ANDERSON
58371	MCKAY RD	58995	LANE
58350	LIDLAW RD	58950	HICKS RD
58191	FANCHER RD	19131	MURPHY RD
			ANDERSON
58171	FANCHER RD	59000	LANE
			ANDERSON
58361	LIDLAW RD	58980	LANE
			ANDERSON
58251	LIDLAW RD	59005	LANE
58121	FANCHER RD	19211	MURPHY RD
			ANDERSON
58241	FANCHER RD	59025	LANE
			ANDERSON
58261	FANCHER RD	58935	LANE
58428	MCKAY RD	58970	LIDLAW RD
58388	MCKAY RD	59020	LIDLAW RD
58381	DENT RD	58688	MCKAY RD
58458	MCKAY RD		
	TRANS		
58560	CANADA HWY		

Dogwood

26441	REYNOLDS RD	25330	TRANS CANADA HWY	27403	DOGWOOD VALLEY RD
26481	REYNOLDS RD	65128	NICKEL MINE RD	27383	DOGWOOD VALLEY RD
26531	REYNOLDS RD	65128	NICKEL MINE RD	27343	DOGWOOD VALLEY RD
26541	REYNOLDS RD	65100	NICKEL MINE RD	27313	DOGWOOD VALLEY RD
26561	REYNOLDS RD	65103	NICKEL MINE RD	27283	DOGWOOD VALLEY RD
26581	REYNOLDS RD	65099	NICKEL MINE RD	27253	DOGWOOD VALLEY RD

26582	REYNOLDS RD	65061	NICKEL MINE RD	27223	DOGWOOD VALLEY RD
26562	REYNOLDS RD	26565	STULKAWHITS RD	27494	YURKIN RD
26462	REYNOLDS RD	27193	DOGWOOD VALLEY RD	27474	YURKIN RD
26543	APOSTOLIC WAY	27173	DOGWOOD VALLEY RD	27454	YURKIN RD
26563	APOSTOLIC WAY	27143	DOGWOOD VALLEY RD	27424	YURKIN RD
65283	EMORY CREEK RD	27062	BAKER RD	27384	YURKIN RD
65466	WOTTEN RD	27103	DOGWOOD VALLEY RD	27344	YURKIN RD
65407	NORTON RD	27061	BAKER RD	27314	YURKIN RD
65457	NORTON RD	27071	BAKER RD	27294	YURKIN RD
28445	TRANS CANADA HWY	27081	BAKER RD	27274	YURKIN RD
26240	TRANS CANADA HWY	27111	BAKER RD	27234	YURKIN RD
26700	TRANS CANADA HWY	26823	DOGWOOD VALLEY RD	27915	TRANS CANADA HWY
26621	MOUNTAIN VALLEY WAY	26833	DOGWOOD VALLEY RD	65276	NORTON RD
26578	MOUNTAIN VALLEY WAY	26853	DOGWOOD VALLEY RD	65243	EMORY CREEK RD
26571	MOUNTAIN VALLEY WAY	26873	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
26521	MOUNTAIN VALLEY WAY	26893	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
26448	WAY	26903	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
65231	PARKLANE DR	26913	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
26471	MOUNTAIN VALLEY WAY	26933	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
65341	PARKLANE DR	26953	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
65292	PARKLANE DR	27000	TRANS CANADA HWY	26055	TRANS CANADA HWY
65342	PARKLANE DR	27533	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
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26231	MOUNTAIN VALLEY WAY	27473	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY
26378	MOUNTAIN VALLEY WAY	27453	DOGWOOD VALLEY RD	26055	TRANS CANADA HWY

65216	NORTON RD	26523	APOSTOLIC WAY DOGWOOD VALLEY	26055	TRANS CANADA HWY
65176	NICKEL MINE RD	27153	RD	26055	TRANS CANADA HWY
27183	DOGWOOD VALLEY RD				
26461	REYNOLDS RD	26521	REYNOLDS RD	26542	REYNOLDS RD
26502	REYNOLDS RD	26522	REYNOLDS RD	27254	YURKIN RD

Yale

31365	TRANS CANADA HWY	31220	MARY ST
31325	TRANS CANADA HWY	64954	ALBERT ST
30370	TRANS CANADA HWY	31215	MARY ST
30235	TRANS CANADA HWY	31233	MARY ST
30655	TRANS CANADA HWY	31235	MARY ST
30775	TRANS CANADA HWY	31238	BRIDGE ST
31295	TRANS CANADA HWY	31232	BRIDGE ST
30903	TRANS CANADA HWY	31228	BRIDGE ST
65005	ALBERT ST	31222	BRIDGE ST
31227	BRIDGE ST	31218	BRIDGE ST
31241	BRIDGE ST	31267	BRIDGE ST
31247	BRIDGE ST	31268	BRIDGE ST
			TRANS CANADA
31251	BRIDGE ST	31124	HWY
31257	BRIDGE ST	64925	VICTORIA ST
31261	BRIDGE ST	31161	FRONT ST
65150	ALBERT ST	31171	FRONT ST
31211	FRONT ST	31181	FRONT ST
31223	FRONT ST	31183	FRONT ST
31241	FRONT ST	31191	FRONT ST
31243	FRONT ST	31193	FRONT ST
31251	FRONT ST	64905	ALBERT ST
31256	DOUGLAS ST	31196	DOUGLAS ST
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31236	DOUGLAS ST	31186	DOUGLAS ST
31296	DOUGLAS ST	31178	DOUGLAS ST

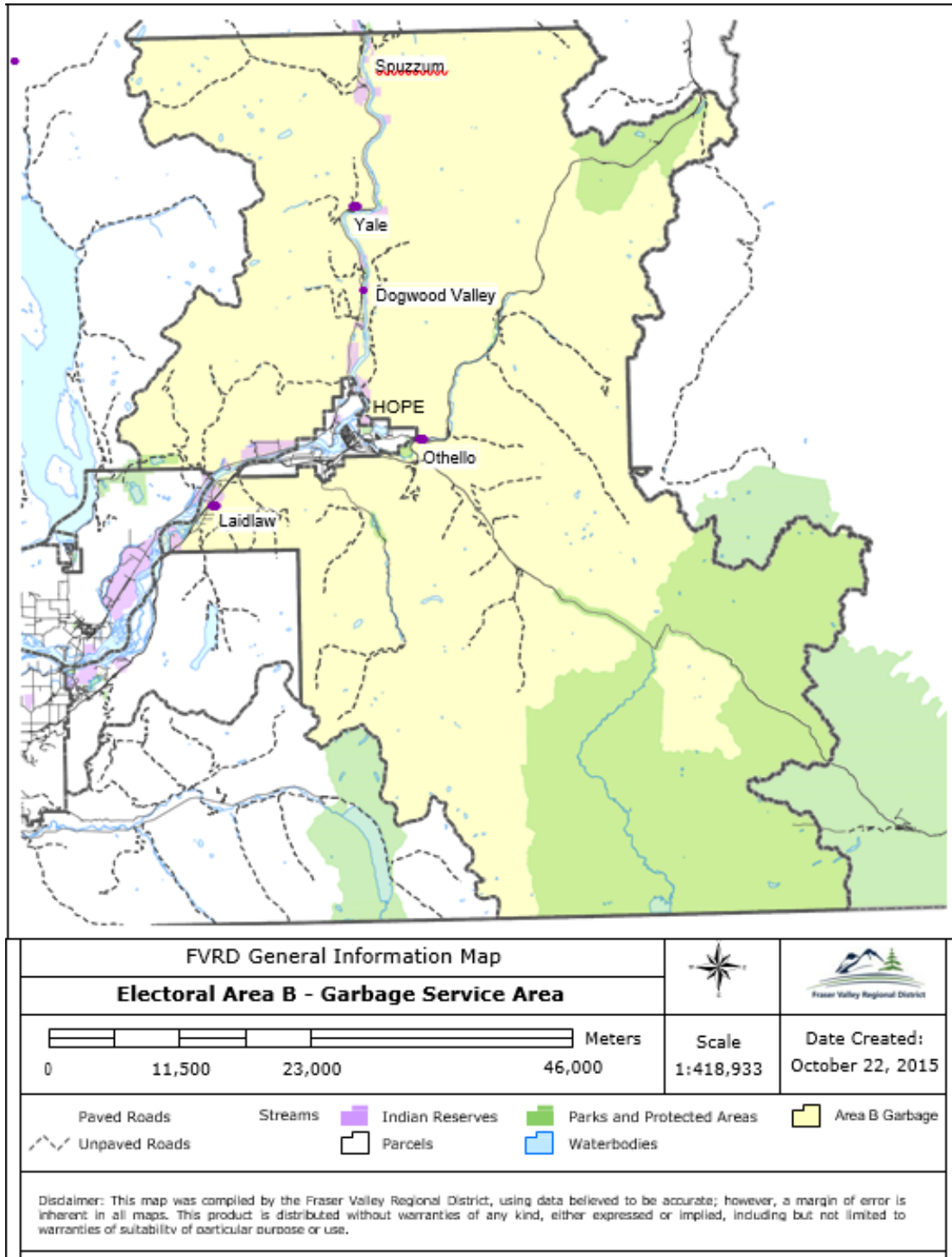
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31278	DOUGLAS ST	64880	VICTORIA ST
31268	DOUGLAS ST	31169	DOUGLAS ST
31266	DOUGLAS ST	31180	MARY ST
31287	DOUGLAS ST	31160	MARY ST
31289	DOUGLAS ST	31185	MARY ST
			TRANS CANADA
64944	ALBERT ST	31110	HWY
			TRANS CANADA
31219	DOUGLAS ST	31030	HWY
			TRANS CANADA
31229	DOUGLAS ST	31010	HWY
			TRANS CANADA
31247	DOUGLAS ST	30990	HWY
			TRANS CANADA
31244	MARY ST	30950	HWY
			TRANS CANADA
31236	MARY ST	31045	HWY
31231	BRIDGE ST	31225	MARY ST
	TRANS CANADA		TRANS CANADA
30295	HWY	31050	HWY

Shx'ow'hamel First Nation

58700 St Elmo	58551B George Rd
58741 St. Elmo Rd	58545 George Rd
58601 St. Elmo Rd	58551 A George Rd
58731 St. Elmo Rd	58550 George Rd
58541 George Rd	58555 Wildrose Lane
58700B St. Elmo Rd	58551 Wildrose Lane
58581 St. Elmo Rd	58545 Wildrose Lane
58601A St Elmo Rd	58541 Wildrose Lane
58601B St. Elmo Rd	58715A St Elmo Rd
58591 St. Elmo Rd	58715B St Elmo Rd
58591A St. Elmo Rd	58552 Wildrose Lane
58700C St. Elmo Rd	58554 Wildrose Lane
58721 St. Elmo Rd	58556 Wildrose Lane
58751A St. Elmo Rd	58558 Wildrose Lane
58761 St. Elmo Rd	58557A Wildrose Lane
58771 St. Elmo Rd	58557B Wildrose Lane
58711B St. Elmo Rd	58665A St Elmo Rd

58701A St. Elmo Rd	58665B St Elmo Rd
58701B St. Elmo Rd	58665C St Elmo Rd
58711A St. Elmo Rd	58671A St Elmo Rd
58560 Wildrose Lane	58671B St Elmo Rd
58550 Wildrose Lane	58671C St Elmo Rd

Part L SCHEDULE G ELECTORAL AREA B GARBAGE SERVICE AREA MAP



Part M Schedule G FVRD BYLAW NO. 0369, 2000 & BYLAW NO. 0563, 2003

FRASER VALLEY REGIONAL DISTRICT

BYLAW NO. 0369, 2000

A Bylaw to provide for and regulate the collection of waste, recyclables and compostables from Electoral Area B.

WHEREAS the Regional Board of the Regional District of the Fraser-Cheam was granted by Supplementary Letters dated October 4, 1973, and as amended on April 5, 1979 and March 19, 1987, the authority to undertake refuse disposal within a defined portion of the former Electoral Areas B and C;

AND WHEREAS the Regional Board of the Regional District of Fraser-Cheam adopted "Regional District of Fraser-Cheam Electoral Areas 'B' and 'C' Garbage Collection Bylaw No. 1022, 1991, to provide for collection, removal and disposal of garbage, trade waste and recyclable material from the former Electoral Areas 'B' and 'C'";

AND WHEREAS the Fraser Valley Regional District was incorporated by Letters Patent effective December 12, 1995;

AND WHEREAS Article 10 of the Letters Patent incorporating the Fraser Valley Regional District provides that all Bylaws of the former Central Fraser Valley Regional District, Dewdney-Alouette Regional District, and the Regional District of Fraser-Cheam in force and effect at the time of dissolution of the above named regional districts shall continue to apply to the area of the regional district to which they applied at the time of dissolution;

AND WHEREAS the Fraser Valley Regional District has an approved Solid Waste Management Plan pursuant to the Waste Management Act;

AND WHEREAS curbside collection of solid waste and recyclable material from the Fraser Valley Regional District's Electoral Area B is guided by the policies of the Solid Waste Management Plan;

AND WHEREAS the Regional District may, for the purpose of implementing a solid waste management plan, make bylaws regulating the transport of municipal solid waste or recyclable material within or through the area covered by the plan;

AND WHEREAS Section 18(9) of the Act does not provide for provisions for electors to petition against a bylaw adopted for the purpose of implementing a solid waste management plan, and it does not require assent or consent on behalf of the electors as long as a public consultation process has been undertaken and approved by the Ministry of Environment, Lands and Parks;

AND WHEREAS this bylaw, Bylaw No. 0369, 2000, does not substantially alter or change the service provided under Bylaw 1022, 1991, but is intended to amalgamate the existing bylaws, schedules and committee resolutions for the service;

NOW THEREFORE in open meeting assembled, the Board of Directors of the Fraser Valley Regional District enacts as follows:

1. CITATION

This Bylaw may be officially cited for all purposes as the "Fraser Valley Regional District, Electoral Area B, Waste, Recyclables and Compostables Collection Bylaw No. 0369, 2000."

2. RESCIND

This bylaw will rescind all other bylaws and schedules enacted previously to provide for, regulate or alter garbage collection in the former Electoral Areas "B" and "C" of the Regional District of Fraser-Cheam and Electoral Area B of the Fraser Valley Regional District, which includes:

Bylaw 1022, 1991, "A bylaw to provide for the collection, removal and disposal of garbage, trade waste and recyclable material."

Bylaw 1023, 1991, "A bylaw to authorize entering into a Contract with the Town of Hope to provide Garbage Collection and Recycling Services to Electoral Areas 'B' and 'C'.,,"

Bylaw 1029, 1991, "A bylaw for fixing the charges payable and the terms of payment therefore for Garbage Collection Services in Electoral Areas 'B' and 'C'."

Bylaw 1054, 1992, "A bylaw to authorize entering into an Amendment to the Contract with the Town of Hope for providing Garbage Collection and Recycling Services to Electoral Areas 'B' and 'C'."

Bylaw 1092, 1993, "A bylaw to authorize entering into an Amendment to the Contract with the Town of Hope for providing Garbage Collection and Recycling Services to Electoral Areas 'B' and 'C'."

Bylaw 1147, 1993, "A bylaw to authorize entering into a Contract with the District of Hope to provide Garbage Collection and Recycling Services to Electoral Areas 'B' and 'C'."

Bylaw 1221, 1995, "A bylaw to authorize entering into an Amendment to the Contract with the District of Hope for providing Garbage Collection and Recycling Services to Electoral Areas 'B' and 'C'."

Bylaw 0320, 1999, "A Bylaw to amend the Regional District of Fraser-Cheam 'District of Hope Garbage Collection and Recycling Contract Amendment Bylaw No. 1221, 1995."

3. AREA OF APPLICATION

This bylaw shall apply to all residents and properties within Electoral Area B, unless exemption is granted under the terms of Schedule "A", Section 2.

4. INTERPRETATION

In this bylaw:

"**Act**" means the Waste Management Act.

"**Collection Service**" means the system established by the Fraser Valley Regional District for the collection of Waste, Recyclables and Compostables from within the service area.

"**Contract**" means the Waste, Recyclables and Compostables collection contract attached as Schedule "C" and forming part of this Bylaw.

"**Contractor**" means the collection contractor.

"**Commercial Collection**" means collection of Waste, Recyclables and Compostables from areas and premises other than residential premises, including commercial customers within First Nations Reserves, and is comprised of either:

- a) Light Volume Commercial Collection, and
- b) High Volume Commercial Collection, as defined in the Contract

"**Compostables**" means compostable material designated for pickup in the Contract.

"**Waste**" means municipal solid waste as defined in the Act, and includes refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources.

"**Plan**" means the Fraser Valley Regional District Solid Waste Management Plan.

"**Recyclables**" means recyclable material as defined in the Contract.

"**Regional District**" means the Fraser Valley Regional District.

"**Residential Collection**" means collection of Waste, Recyclables and Compostables from the following premises:

- a) single family detached dwellings, duplexes, triplexes, fourplexes and fiveplexes,
- b) strata title developments, mobile home developments and apartments containing fewer than six dwelling units, and
- c) units on First Nation land for which independent agreements exist for service.

"**Service Area**" means all properties within Electoral Area B and First Nation properties for which independent agreements exist for service, unless exempted under Schedule "A", Section 2.

5. SCHEDULES

5.1 Schedule "A", Area B Waste, Recyclables and Compostables Collection Regulation, and Schedule "B", Rates and Fees and Schedule "C", Waste Collection Contract, are attached hereto and form part of this Bylaw.

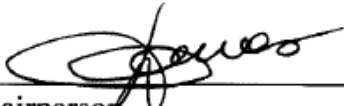
6. READINGS AND ADOPTION

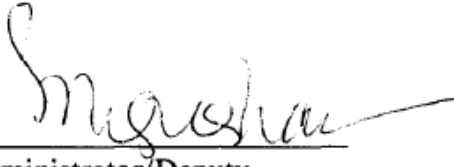
READ A FIRST TIME THIS 22nd DAY OF FEB., 2000.

READ A SECOND TIME THIS 22nd DAY OF FEB., 2000.

READ A THIRD TIME THIS 22nd DAY OF FEB., 2000.

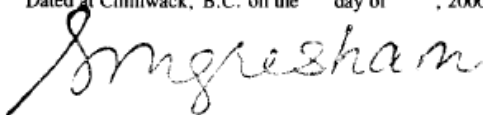
ADOPTED BY THE BOARD THIS 22nd DAY OF FEB., 2000.


Chairperson



Administrator/Deputy

7. CERTIFICATIONS

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 0369, 2000 as read a third time by the Board on the day of , 2000. Dated at Chilliwack, B.C. on the day of , 2000.


Administrator/Deputy

I hereby certify that this is a true and correct copy of Bylaw 0369, 2000 as adopted by the Fraser Valley Regional District Board of Directors on this day of , 2000. Dated this day of , 2000 at Chilliwack on this day of , 2000.


Administrator/Deputy

SCHEDULE "A"

(Attached to and forming part of Bylaw 0369, 2000)

Fraser Valley Regional District, Electoral Area B Waste, Recyclables and Compostables Collection Regulation

1. MANDATORY COLLECTION SERVICE

1.1 All properties within the service area are required to pay all applicable rates and fees for the Collection Service, as set out in Schedule "B", Rates and Fees.

1.2 No other person or persons, corporate or otherwise, shall be permitted to operate a garbage collection service within the service area, other than the Regional District or persons acting on behalf of the Regional District.

2. EXEMPTIONS FROM SERVICE

- 2.1 A property may be removed from the Service Area if:
 - a) the property owner does not physically have convenient access to a collection depot or a roadside collection pickup point; or
 - b) the structure upon the property has an assessed value of less than \$10,000 and the property is not generating waste for collection.
- 2.2 Requests for removal must be submitted to the Regional District in written form, and must outline the reasons for requesting the removal.
- 2.3 Written removal requests will be forwarded to the Electoral Area Services Committee of the Board for review.

3. GENERAL

- 3.1 Collection of Waste, Recyclables and Compostables will be undertaken at least once per week by the Contractor.
- 3.2 All owners of property within the Service Area shall comply with this bylaw and its schedules.
- 3.3 Every person shall ensure that Waste, Recyclables and Compostables are stored and placed in a sanitary and inoffensive manner, and in a way that will not harm or injure persons handling them.
- 3.4 In an attempt to reduce human interaction with wildlife, every person shall place waste in sealed containers of a type and size acceptable to the Regional District.
- 3.5 Every person shall make every effort to recover Recyclables from their waste stream for placement in a polyethylene bag of a type acceptable to the District.
- 3.6 The following material will not be accepted for collection:
 - a) raw sewage and septic tank sludge;
 - b) explosives;
 - c) materials defined by the Workplace Hazardous Material Information System Standards (WHMIS) Standards as a Compressed Gas, Flammable, Combustible, Oxidizing, Poisonous, Infectious, Toxic, Corrosive and Dangerously Reactive;
 - d) trees, tree stumps, logs and land clearing debris;
 - e) motor vehicle bodies and farm implements;
 - f) carcasses, offal or viscera;
 - g) Special Wastes, as defined by the Ministry of Environment, Lands and Parks;
 - h) construction wastes where gypsum wall board exceeds fifteen (15%) by weight of the total load being disposed of;

- i) materials that are on fire or above a temperature of 65.5C;
- j) clean wood waste originating from industrial operations, construction, reconstruction or demolition;
- k) Biomedical Waste, as defined in the Act, except sharps (needles) that have been properly contained using the Isolyzer Sharps Management System, managed by Sybertech Waste Reduction Ltd. (or any system or method approved by the Regional District); and
- l) containers with significant residuals of any above listed materials.

3.7 No person shall collect, take, remove or convert to his or her own use:

- a) Waste, Recyclables, Compostables, any salvage, discarded matter or any other material from any District disposal or pickup site, or container, unless the person is an authorized employee, agent or contractor of the Regional District.

4. RESIDENTIAL/LIGHT VOLUME COMMERCIAL COLLECTION (Bag collection)

4.1 Owners of properties receiving Residential Collection or Light Volume Commercial collection shall:

- a) on the designated day of collection, place Waste, Recyclables and Compostables near the property line in full view of, but at a safe distance from, the shoulder of the road serving the premises;
- b) adhere to the collection program requirements set out by the Contractor, and specified in the Contract.

5. HIGH VOLUME COMMERCIAL COLLECTION (Bin Collection)

5.1 Owners of properties receiving High Volume Commercial (bin) Collection shall:

- a) on the designated day of collection, place Waste and Recyclable Material in the containers provided;
- b) ensure that, at all times, collection containers are easily accessible by the collection vehicles, that the lids are closed and locked, and that the area surrounding the containers is kept clean; and
- c) adhere to the collection program requirements set out by the Contractor, and those specified in the Contract.

FRASER VALLEY REGIONAL
DISTRICT BYLAW NO. 0563, 2003

A Bylaw to amend the Fraser Valley Regional District, Electoral Area B, Waste, Recyclables and Compostables Collection Amendment Bylaw

WHEREAS the Fraser Valley Regional District was incorporated by Letters Patent effective December 12, 1995;

AND WHEREAS "Fraser Valley Regional District, Electoral Area B, Waste, Recyclables and Compostables Collection Bylaw No. 0369, 2000" is a Bylaw to provide for the collection, removal and disposal of waste, recyclables and compostable materials;

AND WHEREAS the rates and fees charged pursuant to the "Fraser Valley Regional District, Electoral Area B, Waste, Recyclables and Compostables Collection Bylaw No. 0369, 2000" are no longer sufficient to cover the cost of this service;

AND WHEREAS pursuant to Section 176 of the Local Government Act RSBC 1996 c 323, a Regional District may make agreements respecting the undertaking, provision and operation of its services;

AND WHEREAS the Board of Directors of the Fraser Valley Regional District has deemed it advisable to amend the "Fraser Valley Regional District Electoral Area B, Waste, Recyclables and Compostables Collection Bylaw No. 0369, 2000" as adopted on the 22nd day of February, 2000 to reflect these changes;

NOW THEREFORE in open meeting assembled, the Board of Directors of the Fraser Valley Regional District enacts as follows:

1. CITATION

This Bylaw may be officially cited for all purposes as the "Fraser Valley Regional District Electoral Area B, Waste, Recyclables and Compostables Collection Amendment Bylaw No.0563, 2003."

2. AMENDMENT

The Fraser Valley Regional District , Electoral Area B, Waste, Recyclables and Compostables Collection Bylaw No. 0369 - 2000, is hereby amended as follows:

In Section 4. INTERPRETATION

delete the following:

"Contract" means the Waste, Recyclables and Compostables collection contract attached as Schedule "C" and forming a part of this Bylaw."

add the following:

"Tag-a-Bag" means a waste collection service permitting the service user to set out additional municipal solid waste beyond the two bag limit prescribed by this Bylaw provided that the user attaches a tag, for which the prescribed fee has been paid, to each additional bag of garbage.

SCHEDULE "A" add the following:

- 3.1 (a) The Contractor shall collect not more than five and one-third (5.333) cubic feet of residential municipal solid waste representing TWO (2) cans from each household per week.
- 3.1 (b) No limit shall apply to the collection of recyclables.

SCHEDULE - "B" Solid Waste Collection Rates and Fees is deleted and hereby replaced by

SCHEDULE 0563 - B attached hereto.

SCHEDULE "C" Solid Waste Collection Contract is hereby deleted, and future contracts for the Collection Services shall no longer be a part of this Bylaw.

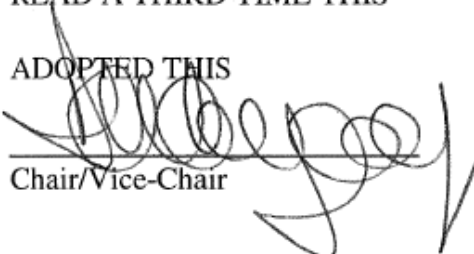
3. READINGS AND ADOPTION

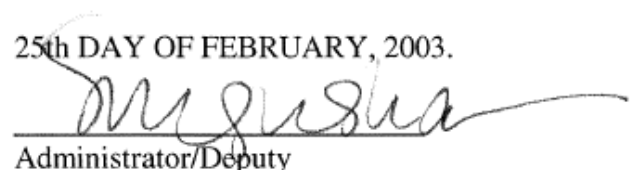
READ A FIRST TIME THIS 25th DAY OF FEBRUARY, 2003.

READ A SECOND TIME THIS 25th DAY OF FEBRUARY, 2003.

READ A THIRD TIME THIS 25th DAY OF FEBRUARY, 2003.

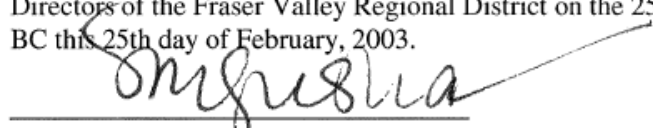
ADOPTED THIS 25th DAY OF FEBRUARY, 2003.


Chair/Vice-Chair


Administrator/Deputy

4. CERTIFICATION

I hereby certify that this is a true and correct copy of Bylaw No. 0563, 2003 adopted by the Board of Directors of the Fraser Valley Regional District on the 25th day of February, 2003. Dated at Chilliwack BC this 25th day of February, 2003.


Administrator/Deputy

SCHEDULE 0563 - B
FEE SCHEDULE

1. **RESIDENTIAL**

1.1 For the collection of up to a maximum of five and one third cubic feet (5.3 cu.ft.) representing two (2) regular size garbage bags (or cans) of Waste, an unlimited amount of sorted Recyclables and Compostables from residential properties:

A flat fee of \$125.00/unit/year

The flat fee shall be paid in four equal instalments each year.

1.2 For collection of waste greater than the 2 bags (or cans), each bag must be tagged in accordance with the Fraser Valley Regional District Tag-a-Bag Program:

Each additional bag (2.7 cu ft) or part bag \$2.00/tag

2. **MINIMUM COMMERCIAL CHARGE**

2.1 There is a minimum charge for all commercial customers of \$6.00/week.

The minimum charge is waived during weeks with pickup.

Commercial charges shall be paid monthly.

3. **LIGHT VOLUME COMMERCIAL**

3.1 Commercial properties requiring collection of up to a maximum of thirteen and one-half cubic feet (13.5 cu. ft.) representing five (5) regular size garbage bags

(or cans) of Waste, an unlimited amount of sorted Recyclables and Compostables: A fee of \$6.00/pickup

3.2 For collection of Waste in excess of 5 bags (cans):

Each additional bag (can) (2.7 cu ft)

\$1.50/bag (can) or part bag

Commercial charges shall be paid monthly.

4. **HIGH VOLUME COMMERCIAL**

4.1 Commercial properties requiring collection of more than seventy-five cubic feet (75 cu. ft.) of Waste per week shall be required to use a commercial container and will be charged:

A fee of \$28.00/pickup

4.2 Commercial properties requiring collection of more than seventy-five cubic feet (75 cu. ft.) of Recyclables per week shall be required to use a commercial container and will be charged:

A fee of \$15.00/pickup

Commercial charges shall be paid monthly