

MUNICIPALITY OF THE DISTRICT OF DIGBY



REQUEST FOR TENDERS
FOR THE
COLLECTION AND TRANSPORTATION
OF
BLUE BAG RECYCLABLES
ORGANIC WASTE
AND SOLID WASTE

1. BACKGROUND

The Municipality of the District of Digby (hereinafter “the Municipality”) is responsible for solid waste management in the Municipality of Digby. The Municipality manages the solid waste resources within the Municipality and is required to engage in open and competitive procurement resulting in best value for money.

2. AUTHORIZATION

The Municipality is authorized pursuant to its Purchasing and Tender Policy to purchase and may purchase the goods and/or services described in the attached Curb-Side Collection and Transportation of Source Separated Solid Waste Service Contract by way of this Request for Tenders.

3. DEADLINE

The Municipality will accept written Tenders only for the supply of the goods and/or services described in the Curb-Side Collection and Transportation of Source Separated Solid Waste Service Contract received on or before **12:00 Noon on Tuesday, March 18, 2025**

4. BID DEPOSIT / PERFORMANCE BOND

A bid deposit in the amount of Five Thousand dollars (\$5,000.00) is required from the Proponent when the Tender is submitted. Each Tender must be accompanied by a certified cheque, Tender bond or irrevocable statement of commercial credit from the Proponent’s Chartered Bank made payable to the Municipality of Digby, in the amount of Five Thousand Dollars (\$5,000.00).

Tenders submitted without the proper deposit are not accepted.

The successful Proponent will be required to provide a Performance Bond in the amount of Five Thousand Dollars (\$5,000.00) prior to execution of the Contract. A certified cheque or an irrevocable and unconditional letter of credit in the Municipality’s favour from a chartered bank is an acceptable substitute to providing a Performance Bond. All costs of purchasing and administration for the Performance Bond shall be paid by the Proponent.

5. INSTRUCTIONS FOR TENDERS

Proponents are required to list their equipment and/or proposed equipment under “Curb-Side Collection and Transportation-Statement of Equipment” on Page 28 of the Contract attached as Schedule “A”.

Proponents are required to list their annual bid amounts and total bid amount for the sixty (60) month term under the “Schedule of Pricing” on Page 28 of the Contract attached as Schedule “A”.

Proponents are encouraged to include a letter which outlines their experience, qualifications, details about how they will meet the terms of the Contract, and any other relevant information they want to include.

6. MANNER OF TRANSMITTAL OF TENDERS

Proponents are asked to supply one (1) original and two (2) complete copies of each submission.

Tenders will be considered if they are conspicuously marked “**TENDER FOR THE PROVISION OF SERVICES FOR THE COLLECTION AND TRANSPORTATION OF SOURCE-SEPARATED SOLID WASTE**” and delivered to the offices of the Municipality, at the relevant physical address set out below:

- In a sealed envelope to:

Municipality of the District of Digby
12548 Highway 217
P.O. Box 429
Digby, N.S.
B0V 1A0

7. TENDER OPENING

Tenders will be opened in public in the Council Chambers at the Digby Municipal Administration Office in Digby on **Tuesday, March 18, 2025**, immediately following the 12:00 Noon deadline.

8. EVALUATION OF TENDERS

Value for Money

Tenders will be evaluated in accordance with a 'value for money' assessment, made under the following guidelines:

Value for money is not necessarily about selecting the successful bidder based solely on price. The lowest total-priced, conforming Tender may be used as an initial benchmark for comparing value for money. The lowest or any Tender may not necessarily be accepted.

The value for money assessment must consider non-cost and cost factors. The factors considered, and the weight to be accorded to them, will vary depending on the subject matter of the Tender.

In this case, all Tenders will be evaluated based on the following criteria:

- Overall monetary cost
- Proponent's demonstrated knowledge and technical expertise
- Proponent's experience with waste collection and/or municipal curb-side collection
- Proponent's demonstrated understanding of the contract objectives and scope of the work
- Proponent's demonstrated reliability in providing the same or similar services
- Proponent's demonstrated training of collection personnel
- Proponent's understanding of local conditions
- Occupational Health and Safety considerations
- Past Performance
- Availability and commitment of principal or key staff member
- Suitability of the Proponent's collection equipment
- Proponent's compliance with the elements of the Request for Tenders

9. CLARIFICATION

The Municipality reserves the right to contact one, some or all individual Proponents to obtain clarification of the Tenders, but is under no obligation to do so with respect to any particular Tender.

10. NON-NEGOTIATED REQUEST FOR TENDERS

Prospective Proponents are advised that the Municipality considers this to be a Non-Negotiated Request for Tenders, meaning that the contract terms and provisions attached to this Request for Tenders are intended to be the exact terms and conditions of the contract awarded by the Municipality for this work, without further negotiation and without any modification. Proponents who wish to make proposals that vary from the contract documents in this Request for Tenders are required to submit the **ENTIRE** set of contract documents including **ALL** parts and **ALL** appendices that they are asking the Municipality to consider **AT THE TIME THAT THEIR TENDER IS SUBMITTED**. Failure to do so will result in the disqualification of the Tender as non-compliant. There will be no contract negotiations with the successful Proponent after the award of this Tender.

11. TERMS OF AWARD

The successful Proponent will be required to execute the Curb-Side Collection and Transportation of Source Separated Solid Waste Service Contract attached as Schedule "A".

12. QUESTIONS

Any explanation regarding the meaning or interpretation of the Request for Tenders documents shall be requested in writing not later than five (5) working days before the closing date.

Requests for clarification of the Request for Tenders Documents shall be made to:

Tyler Pulley, CAO
Municipality of the District of Digby
PO Box 429
Digby, N.S.
B0V 1A0
902-245-5331
tpulley@digbymun.ca

Schedule "A"

**Municipality of the District of Digby
Curb-Side Collection and Transportation of Source Separated Solid Waste Service Contract**

BETWEEN:

THE MUNICIPALITY OF THE DISTRICT OF DIGBY

A body corporate pursuant to the
Municipal Government Act of Nova Scotia

"Municipality"

AND

"Contractor"

WHEREAS Request for Tenders have been called for the Curb-side Collection and Transportation of Source Separated Solid Waste services in the Municipality of the District of Digby and the Contractor has been chosen as the successful Contractor

THE PARTIES THEREFORE AGREE:

DEFINITIONS

- 1) In these Contract Documents, the following definitions apply:
 - a. "Authority" means the Western Region Solid Waste-Resource Management Authority or Waste Check.
 - b. "CAO" means the Chief Administrative Officer for the Municipality of the District of Digby.
 - c. "Municipality" means the Municipality of the District of Digby.
 - d. "Contractor" means _____; the entity whose Tender has been accepted by the Municipality for the work(s) and is the Contractor with whom an Agreement/Contract has been negotiated and includes any legal representative of the Contractor and the words "He/She" or "His/Hers" when used in respect to the Contractor respectively and includes and represents the words "They" and "Theirs" if there is more than one Contractor and the words "It" or "Its" if the Contractor is a company or a body corporate.
 - e. "Sub-contractor" means those having a direct contract with the Contractor to perform a part or parts of the work(s).
 - f. "Other Contractor" means any entity, person, firm or corporation employed by or having a separate contract directly or indirectly with the Municipality other than the Contractor.

- g. "Work" or "Works" unless some other meaning is obvious from the context, means the whole of the work, matters, or things, required to be done or applied under the Contract, including all extras or additional work or material duly authorized under the terms of the Contract.
- h. "Source-Separated Solid Waste" generally means discarded Residuals, Organics and Recyclables separated into the appropriate streams by the generators of the material.
- i. "Curb-Side Collection and Transportation" generally means the act of picking up Source Separated Solid Waste from Serviced Units, loading it into collection vehicles, hauling it to the appropriate Receiving Facility(s), weighing and unloading it as designated by the CAO.
- j. "Curb-Side Collection Vehicle" generally means a vehicle designed for the purpose of collecting residuals, recyclables and organics and is equipped with special lifting devices for organic collection carts.
- k. "Collectable Residuals" generally means rejected or discarded materials from Serviced Units as described in and placed in accordance with the provisions of Municipality's Solid Waste Bylaw.
- l. "Collectable Recyclables" generally means materials that may be reprocessed into new materials or products and which are placed for collection from Serviced Units as described in and placed in accordance with the provisions of the Municipality's Solid Waste Bylaw.
- m. "Collectable Organics" or "Organic Materials" generally means material of plant or animal origin placed for collection from Serviced Units as described in and placed in accordance with the provisions of the Municipality's Solid Waste Bylaw.
- n. "Aerated Organics Carts", "Organics Carts" or "Carts" generally means ventilated wheeled carts designed for containing and storing Organics, designated by the Authority for use in the organics collection program.
- o. "Cart Lifter" or "Lifter" means a semi-automated or automated lifting mechanism including hydraulic pump(s), valves, hosing and installation designed to prevent damage to the organics carts.
- p. "Serviced Units" mean those types of dwellings or properties receiving Curb-side collection and transportation of source separated solid waste services pursuant to these Contract Documents.
- q. "Receiving Facility(s)" means those facilities designated by the Municipality as destinations for the haulage of the Source-Separated Solid Waste streams (Residuals, Organics and Recyclables) under the terms and conditions of these Contract Documents.
- r. "Routing Map" means the "Waste Management Pick-up Routing Map" attached to this Contract and refers to the current collection areas as of March 2025 including consolidated collection sites, both sides of road collection, and seasonal collection roads.
- s. "Bi-weekly" means occurring once every fourteen days
- t. "Weekly" means occurring once every seven days.

- u. "Tipping Fees" generally mean fees due for receiving solid-waste materials at a facility designated for that purpose and are often charged on a per tonne basis.

EXECUTION CORRELATION AND INTENT OF DOCUMENTS

- 2) All correspondence, inquiries, instructions, etc., in connection with the work shall be made through the office of the CAO.

Chief Administrative Officer
Municipality of the District of Digby
PO Box 429
Digby, Nova Scotia
BOV 1AO

- 3) This Contract comprises the conduct of the works and the provision of all labour, plant, equipment, materials and everything required for such works so far as the requirement for providing the same is specified in or can reasonably be inferred from the Contract Documents.
- 4) It is the intention to provide a service complete in all essentials, notwithstanding that everything necessarily involved may not necessarily be particularly mentioned. The Contractor shall not be permitted to take advantage to the detriment of the Municipality any manifestly unintentional error or omission should such exist.
- 5) Neither party to this Contract shall take advantage of any apparent error and/or omission in the Contract Documents, but the CAO for the Municipality shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Specifications and Contract Documents. Any work, equipment or material not specified herein but which may be fairly implied as included in this Contract, of which the CAO for the Municipality of the District of Digby shall be the judge, shall be done or furnished by the Contractor as if such work, equipment or material had been specified.

VERBAL AGREEMENTS

- 6) No verbal agreement or conversation with any officer, agent or employee of the Municipality either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the said Contract.

TERM

- 7) This contract will be in effect for a 60-month period beginning April 1, 2025 and ending March 31, 2030.
- 8) The Parties agree that this Contract may be extended by mutual agreement for an additional one-year term and that the price for the additional year shall be determined by mutual agreement.

INFORMATION ON SITE(S)

- 9) No adjustment in prices shall be made after the execution of this Contract by reason of Contractor's lack of knowledge of all conditions. The Contractor warrants that they have familiarized themselves with the areas of the proposed work, informed themselves of all local conditions, and ensure allowances in their Tender submission for conditions and limitations as they affect the carrying out of the works.

EMPLOYEES

- 10) The Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Curb-side collection and transportation of source-separated solid waste is a public service, paid for by the public, and the Contractor must ensure that his employees provide this service in a courteous manner, and that all dealings with the public and the Municipality are carried out in a like, courteous manner.
- 11) The Contractor shall ensure that staff that answer telephone inquiries are properly trained and those drivers of collection vehicles are adequately trained to operate the equipment in a safe, effective and skilled manner.
- 12) In the event that the CAO for the Municipality of the District of Digby receives public complaints regarding an individual's driving conduct, the CAO for the Municipality of the District of Digby may request that the Contractor provide details of the driver's performance and/or a copy of the individual's driving abstract.
- 13) The Contractor shall comply with all the requirements of the Workers' Compensation Act, Employment Insurance requirements and any other labour legislation applicable. The Contractor shall be responsible for all assessments or payments required by the Workers' Compensation Board or Canada Customs and Revenue Agency.

SUPERINTENDENCE AND CLERKS

- 14) The Contractor shall employ a competent superintendent and necessary assistants who shall be dedicated to the works at all times while work is being performed.
- 15) For the purposes of this Contract the following individuals are to be considered superintendents:
 - a. _____ (name)
- 16) The superintendents may be changed at the discretion of the Contractor; however, the Municipality shall be promptly notified of any changes.
- 17) The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall be fully empowered to act for or on behalf of, and to bind the Contractor in all matters that pertain to the Contract.
- 18) Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed in writing on written request in each case.
- 19) The Contractor shall employ staff with training in public relations skills and training in the collection services offered by Municipality of the District of Digby and the waste reduction programs of the Western Region Solid Waste-Resource Management Authority during all working hours to receive and address customer service calls from the public, instructions from the CAO for the Municipality of the District of Digby or his designate, and to process complaints.

CONDITION OF EMPLOYMENT

- 20) The hourly rate of wages to be paid by the Contractor or his Sub-contractors shall be equal to or shall exceed the minimum wage specified in the provincial legislation of the Province of Nova Scotia.

- 21) Contractor is to supply the designated personal protective equipment to meet the requirements of the Occupational Health & Safety Act, and General Regulations of the Province of Nova Scotia.
- 22) In the hiring and employment of labour, the Contractor shall not refuse to employ or otherwise discriminate against any person in regard to employment on account of age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; that individuals association with another individual or class of individuals having characteristics referred to above nor because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this Section.

ROYALTIES AND PATENTS

- 23) The Contractor shall pay all royalties and license fees. He shall assume the defence of and indemnify and save harmless the Municipality, its Successors and Assigns, from and against all claims relating to labour and materials furnished for the work (except as otherwise provided), as well as inventions, copyrights, trademarks or patents and rights thereto, used in performing the work.

PERMITS AND REGULATIONS

- 24) The Contractor shall comply with all Federal, Provincial and Municipal laws, regulations, ordinances and bylaws as applicable to the works performed under this Contract.
- 25) The Contractor shall secure and pay for all licenses and permits which he may require to comply fully with laws, regulations, ordinances and bylaws of the proper public authorities, in connection with the performance of his work.
- 26) The Contractor shall be responsible for all damages and shall indemnify and save the Municipality harmless from and against all damages and liability, which may arise out of the failure of the Contractor to secure and pay for any such licenses and permits and to comply fully with any and all applicable laws, regulations, ordinances and bylaws.
- 27) The Contractor shall give all notices and comply with all laws, regulations, ordinances and bylaws bearing on the conduct of the work as specified. If the Contractor observes that the Specifications are at variance therewith, he shall promptly notify the CAO for the Municipality of the District of Digby in writing and any necessary changes shall be adjusted as provided in this Contract for changes in the work.

PROTECTION OF THE PUBLIC AND OF WORKS AND PROPERTY

- 28) The Contractor shall take all reasonable precautions to protect the Municipality's property; Municipality designated Receiving Facility(s), and private and public property from injury or loss arising in connection with the Contract. He shall make good, at his own expense, any damage, injury or loss to the property of the Municipality, Municipality designated Receiving Facility(s), and private and public properties resulting from lack of reasonable protective precautions. The costs of any repairs necessitated by the damage to Receiving Facility(s) may be deducted by the Municipality from monies due to the Contractor.

AUTHORITY OF CAO FOR THE MUNICIPALITY OF THE DISTRICT OF DIGBY

- 29) The execution of the works shall be carried out to the satisfaction of the CAO for the Municipality of the District of Digby.

- 30) The CAO for the Municipality of the District of Digby shall have full authority to interpret the requirements of the Contract Documents.
- 31) The CAO for the Municipality of the District of Digby or a designated representative shall, at all times have access to the works whenever they are in progress for purposes of inspection.
- 32) The CAO for the Municipality of the District of Digby or a designated representative shall have full authority to examine, inspect, approve or reject equipment and methods of procedure and workmanship by whatever means he deems necessary.
- 33) The CAO for the Municipality of the District of Digby or a designated representative shall have authority to be an occasional passenger in the Contractor's collection equipment for the purposes of inspection or performance of surveys upon 24 hours notice to the Contractor.
- 34) Employees of the Authority or Municipality shall wear appropriate attire and safety equipment and shall follow all operating and safety procedures of the Contractor.
- 35) The CAO for the Municipality of the District of Digby shall be the sole judge of adequacy of equipment, methods of procedure, and workmanship with respect to the quantity and quality, and as to whether they are of the nature required by the Contract Documents.

PRICES FOR WORK

- 36) The Municipality shall pay and the Contractor shall receive the prices stipulated in the Schedule of Prices attached hereto as full compensation for everything furnished and done by the Contractor under this Contract. This is to include all work required, but not specifically mentioned in completing the work to the satisfaction of the CAO for the Municipality of the District of Digby.
- 37) Unless deductions are due to the Municipality and/or claims for extra cost are due to the Contractor, payments will be made for services provided during each month on the basis of the prices outlined in the Schedule of Prices.
- 38) The Municipality may withhold any and all payments due to the Contractor in the event of the Contractor's failure to provide a service level satisfactory to the CAO for the Municipality of the District of Digby or if the Contractor has failed to rectify a complaint to the satisfaction of the CAO.
- 39) Payment will be made to the Contractor on a monthly basis within thirty (30) days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or under another mutual arrangement as agreed upon by the Municipality.

FUEL SURCHARGE ADJUSTMENT

- 40) The Municipality of the District of Digby recognizes that there have been significant price fluctuations in Ultra-low Sulphur Diesel fuel, which is the primary fuel utilized in curb-side collection and transporting applications.
- 41) As this Tender is for an extended period and due to factors beyond the Municipality's control in respect to fuel pricing, a formula for fuel price adjustments has been developed to give assurances to both the Municipality and the Contractor that both parties are treated fairly during volatile market conditions.
- 42) For the purposes of this contract the benchmark diesel fuel base rate, per litre, including Harmonized Sales Tax (HST) shall be \$2.1000 /L. This benchmark pricing will be used in the fuel adjustment formula to determine increases in fuel costs for calculating fuel price adjustments.

- 43) The Municipality, when determining when the fuel surcharge will be applied, will use the Nova Scotia Utility and Review Board's Zone 3 Ultra-low Sulfur Diesel self-service maximum pricing.

DIESEL FUEL

- 44) In order to verify kilometres traveled and fuel consumption in litres, the Contractor, on a monthly basis, shall submit to the Municipality, along with their monthly invoice, verification for each vehicle operating in the curb-side collection program, a daily report for the entire month indicating the kilometres traveled for each day and the total consumption of diesel fuel. A sample form to be used by the Contractor is attached as Appendix A.

DIESEL FUEL MONTHLY REPORT

- 45) The Contractor will be responsible to then summarize the individual daily vehicle reports by transferring that information to a Diesel Fuel Monthly Report. A sample form to be used by the Contractor is attached as Appendix A.

ASSUMPTIONS

- 46) A curb-side collection vehicle collecting and transporting solid waste materials will consume diesel fuel at the rate of 1 gallon for every 5.5 miles travelled or 4.55 litres for every 8.8 kilometres travelled or 0.52 litres for every 1 kilometre travelled.
- a. The formula shall be as follows:
- i. The difference between the Benchmark Price (as provided in Section 42) and the current fuel price multiplied by the rate of 0.52 litres per kilometre multiplied by the total number of kilometres travelled.

For Example:

Current Fuel Price = \$2.2000 per litre

Benchmark fuel price = \$2.1000 per litre

Price Difference = + \$0.10 cents per litre

0.10 cents per litre x 0.52 litres/kilometre x 1000 kilometres travelled (sample only) = \$52.00 adjustment

EXTRA SERVICES

- 47) The Municipality may wish to provide an off-week collection of organic materials for the areas during the three (3) month period of June 1 to August 31 annually. Currently this service is not provided; however, the Municipality may consider providing this service and a mutual agreeable price for the service will need to be negotiated between the Municipality and the Contractor.
- 48) The off-week organics collection service, as indicated above, is a service that is not currently provided. The Municipality may or may not exercise its right to provide this service; however, the Contractor will be bound by any pricing contained in this Contract.

CHANGES IN THE WORK

- 49) The Municipality, without invalidating the Contract, may order additions to, or deductions from, the work; the contract sum being adjusted accordingly. Any claims for extra cost caused hereby shall be adjusted at the time of ordering such change.
- 50) Changes or deductions to the work may include the collection of recyclables due to the effects of Extended Producer Responsibility and the ability of the Municipality to opt-out of collection.

- 51) The value of any addition to, or deduction from, the work; shall be agreed to by the Contractor and the Municipality.
- 52) If no agreement of the value can be reached between the Municipality and the Contractor for changes, additions, or deductions, to the work, the parties may agree to submit the dispute to arbitration as provided for in Section 55.
- 53) The CAO for the Municipality of the District of Digby shall confirm changes in the work in writing with any associated claims for extra cost or other adjustments in the contract sum also confirmed accordingly.

CLAIMS FOR EXTRA COST

- 54) If the Contractor claims that any instructions issued after the date of the execution of the Contract involve extra cost, he shall give the CAO for the Municipality of the District of Digby written notice thereof, within fourteen (14) days after the receipt of such instructions. No such claims shall be valid unless so made.

DECISIONS AND ARBITRATION

- 55) The CAO for the Municipality of the District of Digby shall, upon presentation to him/her, make prompt decisions in writing on all claims for extra cost of the Contractor, interpretations and claims of the Municipality or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of this Contract. In the case of any dispute arising between the Municipality and the Contractor, as to their respective rights and obligations under this Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request 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 Commercial Arbitration Act of the Province of Nova Scotia.
- 56) The Contractor and the Municipality shall each pay their own costs for arbitration.

DEDUCTIONS FOR UNCORRECTED WORK

- 57) The CAO for the Municipality of the District of Digby may deem it to be in the best interest of the Municipality to make an appropriate deduction in the Contractor's payment where work does not comply with this Contract.
- 58) Without limiting the generality of the foregoing, appropriate deductions shall be made in the case of failure of the Contractor to provide the scheduled collection services in an Area on the appropriately scheduled day, except in the case where valid reasons have been provided and agreed to by the CAO for the Municipality of the District of Digby.

PAYMENTS WITHHELD PRIOR TO FINAL COMPLETION OF CONTRACT

- 59) The Municipality shall withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Work not completed.
 - b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
 - c. Failure of the Contractor to make payments promptly or properly to Sub-contractors for materials, equipment and labour.
 - d. Damage to Other Contractors.

- 60) When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Municipality which shall protect the Municipality in the amount withheld, payment shall be made for amounts withheld.

FINAL PAYMENT

- 61) The Contractor shall not be entitled to a payment which, in the judgement of the CAO for the Municipality of the District of Digby, shall leave the balance withheld insufficient to complete the work in accordance with the Contract.
- 62) Final payment shall be made thirty (30) days after the completion of the work, in accordance with the Contract. Also, final payment shall not be made and the Performance Security shall not be returned until the following written certificates have been filed with the CAO for the Municipality of the District of Digby from (as applicable)
- a. The Contractor in the form of a Statutory Declaration, signed by an authorized signing officer of the Contractor and duly notarized, stating that all payments resulting from the Contract for which the Contractor is liable have been paid.
 - b. The Worker's Compensation Board stating that the Contractor has paid all assessments required by the Board in respect to this Contract.
 - c. The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this Contract have been presented.

THE MUNICIPALITY'S RIGHT TO SUSPEND WORK

- 63) The Municipality may, at any time, suspend the work, or any part thereof, by giving notice to the Contractor in writing. The Contractor shall not be entitled by reason of the Municipality's suspension order to any additional payment, claim for loss of profit or anticipated profit or damages. The Municipality shall reimburse the Contractor for expenses incurred during such suspension, where the suspension was not the result of improper action of the Contractor.

THE MUNICIPALITY'S RIGHT TO TERMINATE CONTRACT

- 64) If the Contractor is
- a. adjudged bankrupt; or
 - b. If he should make a general assignment for the benefit of his creditors; or
 - c. If a receiver should be appointed on account of his insolvency; or
 - d. If he should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or proper equipment or materials to complete the work; or
 - e. If he should fail to make prompt payments to Sub-contractors or for equipment, materials or labour; or
 - f. If he should persistently disregard laws, regulations, ordinances or bylaws or the instructions of the CAO for the Municipality of the District of Digby; or
 - g. If he should fail to obtain all necessary licenses and permits; or
 - h. If he should retain materials (Residuals, Organics or Recyclables) for his benefit as per Section 65 below; or
 - i. If he should fail to effect and keep in force the insurance coverage outlined in Sections 68 and 69 below; or
 - j. If he should collect Residuals, Organics or Recyclables from Non-serviced Units and include these materials in loads exempt of Tipping Fees pursuant to this Contract as per Section 159 below; or
 - k. If he should otherwise be guilty of a substantial violation of any provisions of this Contract; or
 - l. If there are changes, additions, or deductions to the work as provided for in Sections 49-53 and no value agreement can be reached between the Contractor and the Municipality.

Then the Municipality may request in writing that corrective action be taken. If the default cannot be corrected because of its nature, then the Municipality, upon the written notice of the CAO for the Municipality of the District of Digby that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor at least seven (7) days written notice, terminate the contract and complete the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

- 65) The expense incurred by the Municipality herein provided, and the damage incurred through the Contractor's default, shall be determined by the CAO for the Municipality of the District of Digby.
- 66) Where this Contract has been terminated by the Municipality, said termination shall not affect or terminate any of the rights of the Municipality against the Contractor or his surety (performance bond) then existing or which may thereafter occur because of such default. Any retention or payment of monies by the Municipality due to the Contractor, under the terms of this Contract, shall not release the Contractor or his surety from liability for his default.

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 67) If the CAO for the Municipality of the District of Digby should fail to issue any payment within thirty (30) days after it is due, or if the Municipality should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the CAO for the Municipality of the District of Digby, then the Contractor may, upon seven (7) days written notice to the Municipality and the CAO for the Municipality of the District of Digby, stop work and upon a further seven (7) days, if no action has been taken by the Municipality to pay the Contractor, terminate this Contract and recover from the Municipality payment for all work executed.

RIGHTS OF MATERIALS

- 68) Materials placed for collection (Residuals, Recyclables and Organics) under the terms of this Contract are the responsibility of the Municipality once it is collected by the Contractor. The Contractor, his employees and agents shall not retain for their benefit any of the materials (Residuals, Recyclables or Organics) collected from Serviced Units pursuant to this Contract but shall promptly transport the materials to the designated Receiving Facility or Facilities.

INDEMNITY

- 69) In addition to all other indemnification provisions of this Contract, the Contractor shall be responsible for any and all damages, or claims for damages, for injuries or accidents done or caused by him, his employees, or Sub-contractors or resulting from the execution of the work, or any of his operations, or caused by reason of the work existence or location, or condition of the work or premises, or of any materials or equipment used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of his employees, or Sub-contractors, to do or perform any or all of the several acts or things required to be done by the said Contractor or his employees, and Sub-contractors, and the Contractor covenants and agrees to hold the Municipality and Authority harmless and indemnified for all such damages and claims for damage.
- 70) In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly any and all provisions of this Contract, the CAO for the Municipality of the District of Digby may, with or without notice (except where in this Contract notice is specifically provided for) take

such steps to procure such material, equipment and workmen, and do such work or things as he may deem advisable toward carrying out and enforcing the same, and any and all expense so incurred may be deducted or collected by the Municipality, and any such action by the CAO for the Municipality of the District of Digby, as he is herein empowered to make, shall not in any way relieve the Contractor or his surety from any liability under this Contract.

INSURANCE

- 71) Insurance shall be obtained by the Contractor and be in such form as will protect the Contractor and the Sub-contractor(s), the Municipality, their agents and employees, as appropriate, from all claims and liability for damages for bodily injury, including accidental death, and for property damage which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him, for the entire duration of this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:
- a. For liability for bodily injury, including accidental death, Two Million Dollars (\$2,000,000.00) for any one person, and subject to the same limit for each person; and Two Million Dollars (\$2,000,000.00) on account of any one accident.
 - b. For liability for property damage, Two Million Dollars (\$2,000,000.00) on account of any one accident.
- 72) The following types of insurance shall be provided:
- a. Workers' Compensation Insurance as required by the General Laws of Nova Scotia.
 - b. Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance in the amounts required in Section 71 (a) above.
 - c. Property Damage Insurance and Contractor's Protective Property Damage Insurance in the amounts required in Section 71 (b) above.
 - d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor in the amounts required in Section 71 (a) above.
 - e. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor in the amounts required in Section 71 (b) above.
 - f. Insurance in the amounts required in Section 71 (a) and (b) above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor while such vehicles are being operated in connection with the prosecution of the work under this Contract.
 - g. Insurance coverage for employees of the Municipality and the Authority while these employees are occasional passengers in the Contractor's owned or operated motor vehicles for the purposes of inspection or performance of surveys.
 - h. Contractual Liability Insurance covering the liability and assumed by the Contractor in the amounts required under Section 71 (a) and (b) above.
- 73) Insurance Premiums and deductibles are to be borne by the Contractor.
- 74) All policies shall be so written that the Municipality shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates in duplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the CAO for the Municipality of the District of Digby before operations begin. Such certificates shall not merely name the types of policies provided, but shall specifically refer to this Contract, Part and Section and state that such insurance is as required by same.
- 75) It shall be the responsibility of the Contractor to ensure that all his Sub-contractors comply with all of the insurance requirements contained herein relating to such Sub-contractors.

DAMAGES

- 76) If either party to this Contract should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him then he shall be reimbursed by the other party for such damage.
- 77) Notice of pending claim for any such reimbursement must be made in writing to the party liable, within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

ASSIGNMENT

- 78) The Contractor shall not assign this Contract, as a whole, or in part, without the written consent of the Municipality, nor shall the Contractor assign any monies due, or to become due, to him hereunder, without the previous written consent of the Municipality. Assigning this Contract shall not relieve the Contractor or his surety from any contract obligations.

SEPARATE CONTRACTS

- 79) The Municipality reserves the right to award other contracts and/or to use the Municipality's or Authority forces in connection with the works described herein. The Municipality reserves the right to award complimentary contracts for the collection and transportation of materials.

SUBCONTRACTORS

- 80) The Contractor shall be fully responsible to the Municipality for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 81) The Contractor agrees to preserve and protect the rights of the Municipality under this Contract with respect to any works to be performed under subcontract. He therefore agrees to:
- a. require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
 - b. Incorporate all the terms and conditions of the Contract Documents into all subcontract agreements.
- 82) Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Municipality.
- 83) The Contractor agrees to employ only those Subcontractors proposed by him in writing and accepted by the Municipality.
- 84) If the Contractor wishes to engage a Subcontractor not listed in this Contract, he must submit a written request to the CAO for the Municipality of the District of Digby for his approval.
- 85) The Municipality may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ another person or firm as Subcontractor.
- 86) All subcontracted equipment and equipment hired on a temporary basis to be used for this Contract must conform to the same requirements of the Contractor's own equipment with the exception of paint colour scheme requirement.

NOTICE TO PROCEED

- 87) No work shall commence until a meeting has been held with the CAO for the Municipality of the District of Digby to discuss the intricacies of the work and the Contractor has received written notification to do so.

SAFETY OF THE PUBLIC

- 88) The Contractor shall use due care in the execution of the works so that no person is injured by any act, error, omission or default of the Contractor.

PERFORMANCE BOND

- 89) The Contractor shall be required to provide a Performance Bond in the amount of Five Thousand Dollars (\$5,000.00) prior to the execution of this Contract.
- 90) All costs of purchasing and administration for the Performance Bond shall be paid by the Contractor.
- 91) The Municipality agrees that a certified cheque or an irrevocable and unconditional letter of credit in the Municipality's favour from a chartered bank, in the specified amount as performance security for this Contract, are each an acceptable substitute to providing a performance bond.
- 92) During each twelve (12) month period of this Contract, the Contractor shall submit a certificate to the Municipality showing that the Performance Bond in the amount and form specified herein remains in effect.
- 93) If the Contractor uses a Surety Company then it must be duly licensed to carry out business in the Province of Nova Scotia.
- 94) A Performance Bond for the due and proper performance of the works provided for in this Contract, in the form acceptable to the Municipality and subject to the terms and conditions of this Contract, for an appropriate amount, as stated above, shall be furnished by the Contractor within ten (10) working days upon receipt of written confirmation of acceptance of the Tender. The Performance Bond shall be executed, under seal, by the Contractor and the Surety Company.

CONTRACT BONDS AND INSURANCE

- 95) The Contractor shall sign this Contract within ten (10) working days upon receipt of written confirmation of acceptance of the Tender.
- 96) The Contractor shall secure and maintain a Performance Bond as outlined in PERFORMANCE BOND Sections 89 to 94 above.
- 97) The Contractor shall secure and maintain such insurance policies as outlined in Sections 71 to 75 above.

GENERAL COLLECTION REQUIREMENTS

- 98) The attached Solid Waste Statistics are an approximation based on the information the Municipality of Digby has and this information is constantly changing by small amounts. The number of buildings and collection distances are provided for reference only.

- 99) The work shall include all labour, plant, equipment, materials, scales, etc., including incidentals, required to provide Curb-side collection and transportation of source-separated solid waste from each Served Unit, within the Area and at the times specified.
- 100) Contractors are to provide a bi-weekly collection service for the Area as noted in the attached Routing Map.
- 101) The work generally includes the bi-weekly curb-side collection of Residuals, Recyclables and Organics and transportation of the materials in the manner, time and to the locations specified in this Contract. The current bi-weekly schedule sees Residuals and Recyclables collected one week and then Organics collected the following week with that bi-weekly rotation continued thereafter. Organics are collected from carts provided by the Municipality through the Western Region Solid Waste-Resource Management Authority.
- 102) The following terms and conditions are to apply:
- a. The Collection streams will be divided into four streams, residuals, recyclables (2) and organics.
 - b. There are two streams of recycling, one for paper and one for containers. The Collector shall ensure that these are separated, either by compartments on the collection vehicles or one stream per vehicle, and that they are delivered in good condition.
 - c. Procurement and installation of cart lifters suitable for organics carts as provided by the Municipality through the Western Region Solid Waste Resource Authority will be the responsibility of the contractor. It is the responsibility of the Contractor to ensure that the lifters on his vehicles are of the correct type and are installed properly to prevent damage to the organics carts.
 - d. The collection of curb-side materials will take place from one side of the road or otherwise as noted on attached Routing Map on both sides of the road. The Contractor will design his routing with all due regard to occupational health and safety concerns and regulations pursuant to the Motor Vehicle Act.
- 103) The Municipality of Digby reserves the right to add, delete or change the contents of each of the four waste streams (paper recyclables, container recyclables, organics and refuse).
- 104) Solid Waste Resources shall be picked up according to the current bi-weekly schedule. Subsequent changes to this schedule shall only be made with Municipal approval.
- 105) The Contractor shall ensure that they are fully ready to commence work on April 1, 2025 and that there is a continuation of the current bi-weekly schedule with no interruption in collection.

MATERIALS AND PROTECTIVE CLOTHING

- 106) The Contractor shall be responsible for the supply of any and all incidental materials and equipment necessary for the execution of the work, including such items as gloves, rain suits, hard hats, safety boots, safety glasses, etc., for workers. Protective clothing in the form of safety vests of fluorescent blaze orange colour with yellow reflective tape is to be supplied to and worn by all workers.
- 107) For the purpose of this Contract, collection vehicle employees shall wear shirts and long pants while performing their duties on behalf of the Contractor. Any materials necessary for the operation of collection vehicles, whether required for repair, maintenance, or general operation of same, shall likewise be the responsibility of the Contractor.

SERVICED UNITS

- 108) The types of properties that shall receive curb-side collection and transportation of source separated solid waste services under this Contract are:
 - a. single unit detached residential dwellings including mobile homes;
 - b. multi-unit dwellings (apartments and condominiums);
 - c. row house or townhouse dwellings with street or road frontage; and
 - d. all commercial, industrial and institutional properties and businesses, at same quantity limits herein described;
- 109) Public drop-offs that are put in place by Western Region Solid Waste-Resource Management Authority or the Municipality for the purpose of providing service for private roads located at shore lines and lake properties. The number of public drop-offs can be increased or decreased at any time by the CAO for the Municipality of the District of Digby.
- 110) The Contractor shall provide service to mobile home (trailer) parks located within the areas.
- 111) All serviced units in the Municipality are permitted to place only solid waste resources as described in the Waste Check separation guide (see www.wastecheck.com), in any combination of bags not to exceed ten (10) in numbers, for collection.
- 112) All commercial, industrial or institutional properties in the Municipality are permitted to place solid waste resources, in any combination of bags not to exceed twelve (12) in numbers, for collection.
- 113) All serviced units in the Municipality are permitted to place one (1) organic green cart, for collection and all commercial, industrial or institutional properties shall be permitted to place two (2) organic green carts, for collection.
- 114) Collection includes furniture subject to disposal bans.
- 115) Collection shall be at the roadside edge on all public highways and on private roads that are presently noted in the attached Routing Map with Solid Waste Collection by the Municipality or its agents. Owners of premises on private roads who deposit their solid waste resources at the roadside edge noted in the attached Routing Map of the adjacent public road shall continue to receive that service.
- 116) The Contractor shall replace returnable residuals containers or receptacles (and covers, if applicable) and organics Carts to the location from where they were picked up, immediately upon depositing their contents into the collection vehicle. The cart lids shall be closed by the Contractor upon return of the Carts to the location from where they were picked up, the distance shall not normally exceed 5 metres from the edge of the street, sidewalk or roadway.
- 117) In the event that Residuals or Recyclables are placed in bins at roadside to prevent them from being scattered by animals and birds from the weather, the Contractor shall collect these materials and take reasonable care and replace any residuals containers in the bins and secure the covers.
- 118) The Contractor will be responsible for repair or replacement of property damaged or destroyed by collection personnel.
- 119) The Contractor shall collect from storage bins that are placed at apartment units providing that the Owner of these facilities provides proper storage receptacles and accessibility for collection vehicles. The Contractor must be prepared to enter private properties to access these facilities.

- 120) The Contractor shall collect any materials gathered by Volunteer groups or societies from events such as beach sweeps or Adopt-A-Highway programs that are placed for collection, so long as the materials are easily accessible for the Contractor.

NON-SERVICED UNITS

- 121) The types of properties not receiving services under this Contract are all industrial and institutional properties and commercial businesses exceeding the allowable collection limits of residual, recyclable and organic materials as noted in Section 112 above.

CUSTOMER SERVICE COMPLAINTS AND MISSED STOPS

- 122) All collection vehicles shall be equipped with two-way radios or cellular phones for communication with the clerk and supervisor.
- 123) The supervisor's vehicle will be so equipped that it will be capable of picking up residuals, Organics or Recyclables which have been missed by the Contractor and which, in the opinion of the CAO or designate, is the responsibility of the Contractor or the Contractor may provide an alternative method of the collection of these items as agreed upon by the CAO for the Municipality of the District of Digby.
- 124) The Contractor shall agree to address complaints and missed stops on the same working day they occur where reasonably possible and all complaints shall be addressed within twenty-four (24) hours.
- 125) The Municipality reserves the right at any time to place GPS or cameras on all collection vehicles at the Municipalities expense.
- 126) The Contractor shall notify the Municipality immediately when the regular daily collection routine is interrupted by weather conditions, equipment malfunctions, etc. with an indication as to the revised routine as a result of the interruption.

RECEIVING AND TRANSFER FACILITY(S)

- 127) The materials collected are transported, weighed and delivered to the Digby Transfer Station (residual waste), and the Digby Transfer Station (recyclable waste), and the Yarmouth Compost Facility (organic waste). The Yarmouth Facility has its own scales.
- 128) If circumstances arise where the Facilities are unable to receive materials, the CAO for the Municipality of the District of Digby will designate an alternate receiving facility and the contractor shall be bound to haul materials to that facility.
- 129) These facilities may be changed by the Municipality at any time during the contract. If the new location is less than 20 km from the old, there will be no additional charges billed to or paid by the Municipality of the District of Digby or the Authority. In the event that the facility is located more than 20 km, the Municipality and the Contractor will agree through negotiations on a price adjustment.
- 130) The Contractor shall ensure that all incoming vehicles enter the Facilities in a safe manner and that all drivers follow the direction of Facilities staff.
- 131) The Contractor shall ensure that no liquid, hazardous or explosive waste is delivered to the Facilities.

DAYS AND TIMES OF COLLECTION

- 132) Unless otherwise provided for in this Contract, the curb-side collection of residuals, recyclables and organics shall be accomplished Monday to Friday inclusive, between the hours of 7:30 a.m. and 5:00 p.m.
- 133) The 7:30 a.m. to 5:00 p.m. assumes that all routes can be collected within this time frame. All scheduled routes must be completed on the scheduled day. The contractor is to ensure the proper number of collection vehicles is provided to ensure that work within these time frames can be completed.
- 134) The Municipality realizes that there may be circumstances, either by geography or other conditions that may warrant a starting time prior to 7:30 a.m. The Municipality will consider allowing an earlier start time if it can be demonstrated by the Contractor that efficiency and effectiveness of service delivery are enhanced.
- 135) Upon award of the Contract, the Contractor will submit the complete collection schedule showing truck routes on collection days in each area. Over the life of the Contract, the CAO for the Municipality of the District of Digby will review requests from the Contractor for route adjustments, if efficiencies can be realized from such adjustments.
- 136) Collection shall be conducted at each Served Unit provided that the residuals, recyclables, and organics are placed for collection in accordance with the provisions of the Municipality's Solid Waste Bylaw.
- 137) There is some leniency in the completion time particularly during poor weather conditions.

STORM DAYS

- 138) If storm conditions warrant total cancellation prior to that day's start of collection services, then the next available weekday or the following Saturday will be the alternate collection day.
- 139) If storm conditions warrant cancellation after the commencement of that day's collection service, then the following applies:
 - a. If 80% of total collection routes have been collected prior to cancellation, then the contractor will not be required to collect on the next available weekday or following Saturday; however, the contractor will be required to accept double collection amounts on the next regularly scheduled collection day.
 - b. If less than 80% of total collection routes have not been completed, then the public will be advised that the service is being cancelled and those not collected will be collected on the next available weekday or on the following Saturday.
 - c. If collection services have commenced on the scheduled collection day and storm conditions occur to the point of deterioration or poor driving conditions, then it is recommended that collection vehicles are to be routed to the more densely populated areas with the objective of collecting as much solid waste materials as possible considering conditions may deteriorate further causing total cancellation.

REPORTING

- 140) In the event of storm conditions where a collection vehicle is unable to complete its scheduled route in its entirety, then the contractor is responsible to identify the name of road/street and last civic address collected and provide a report of this information, as well as when alternate collection will occur to the CAO for the Municipality of the District of Digby immediately so

municipal personnel can respond to those customer inquiries arising from the cancellation of services.

PUBLIC SERVICE ANNOUNCEMENTS

- 141) In the event of cancellation of collection services, the contractor in consultation with the CAO for the Municipality of the District of Digby will make those decisions and the Municipality will prepare and release all public service announcements. All costs associated with public service announcements as a result of cancellation of collection services will be the responsibility of the Municipality.

HOLIDAYS

- 142) Residuals, recyclables and organics collection scheduled to occur on designated Federal, Provincial and/or Civic holidays as listed below may occur on these days; however, the contractor may choose to provide services on an alternate day. The schedule of alternate collection days will be provided to the Municipality at the start of each Contract year. The normal alternate collection day will be the Saturday nearest to the Holiday. The alternate day collection will not be considered as an extra cost for this Contract. All other holidays shall generally be considered as regular collection days.
- a. New Year's Day
 - b. Good Friday
 - c. Remembrance Day
 - d. Christmas Day
 - e. Boxing Day
 - f. Up to two other days that may be designated by the CAO for the Municipality of the District of Digby

EQUIPMENT

- 143) Prior to award of this Contract, the CAO for the Municipality of the District of Digby or designate shall approve the original equipment selected for carrying out the work. The Contractor will determine the original number of collection vehicles that will be supplied to perform the curb-side collection of the various waste streams within the time period prescribed. However, the CAO for the Municipality of the District of Digby or his designate reserves the right to instruct the Contractor, at any time after the beginning of the Contractor's operations, to increase the number of collection vehicles to ensure adequate performance within the prescribed time frames. The Contractor will be required to supply whatever additional collection vehicles are necessary to adequately handle special collection services. The CAO or designate for the Municipality of the District of Digby may inspect the Contractor's collection equipment at any time.
- 144) The collection vehicles are to be properly constructed and maintained to eliminate the depositing of residuals, recyclables and organics onto the road or street during the performance of this Contract. It is the Contractor's responsibility to immediately clean up any debris which falls from the collection vehicles onto the road or street or debris spilled in the process of tipping carts or loading of bags or containers into the vehicle. Moisture content of Organics is to be considered in the design and construction of collection vehicles. Liquid shall not be permitted to drain from collection vehicles.
- 145) The collection vehicles will not tow any trailer during the operations of this Contract.
- 146) All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed, at least once per week and more frequently if required.

- 147) No advertising may be carried on the Contractor's equipment. The name of the Contractor and business telephone number shall be affixed upon all equipment as well as such other information as may be permitted or requested by the CAO for the Municipality of the District of Digby.
- 148) The contractor is responsible for weighing all material entering the Digby Transfer Station. The Contractor is advised that all equipment to be used for curb-side collection under this Contract must have the TARE weight registered with the Municipality. The Contractor will comply with all weighing procedures implemented at each of the facility including inspection of loads, weighing upon entrance to Facilities and upon exiting the Facilities after unloading, as applicable. On occasion, the CAO for the Municipality of the District of Digby may require that the various four streams of material on the collection vehicle are to be weighed separately.
- 149) The equipment shall be painted on a regular basis to maintain an acceptable physical appearance, as required, to the satisfaction of the CAO for the Municipality of the District of Digby.
- 150) If the curb-side collection contractor also operates a commercial solid-waste collection business, then the curb-side collection vehicle must be a different paint code from the commercial collection truck or another means of identification must be provided except in the provision of special collection services.
- 151) Vehicles will have affixed identification which will accommodate the necessary recording and accounting system for loads entering the Facilities. Additional hired equipment which may be required to accommodate seasonal increases in materials being collected will also require a similar identification system.
- 152) All collection vehicles shall be designed so that the maximum height in the dumping position is approximately 6 meters and shall not cause damage to the facilities.
- 153) All vehicles supplied in the performance of this Contract shall be equipped with strobe warning lights mounted at the left rear side of the vehicle and be equipped with lighting in such other locations as may be required by any applicable legislation or for safe operation of the vehicle. The lights shall be operated at all times during collection operations.
- 154) Collection vehicles must be equipped with appropriate emergency fire extinguishing apparatus, oil-absorbing agent, clean-up equipment for debris spillage including broom and shovel, and display on rear bumpers or other such prominent location a sign indicating that "THIS VEHICLE MAKES FREQUENT STOPS". All collection vehicles must display the company name and telephone number.
- 155) All collection vehicles used under this Contract shall be designed so as to protect the material hauled from the weather and to prevent spillage of material from the vehicles during transport. The design of all collection vehicles shall provide for the complete separation of material streams to avoid cross-contamination.
- 156) If the vehicles proposed for curb-side collection of recyclable materials in this Contract are capable of moderate compaction, the Contractor must provide satisfactory evidence that no damage will be caused by compaction to the recyclable materials.
- 157) It is the responsibility of the Contractor to select proper organics cart Lifters and to properly install the Lifters to ensure safe and effective operation and to prevent damage to the Carts. Carts must be emptied into the collection vehicles using Lifters.
- 158) In the event that organic carts are damaged due to improper type or poorly maintained and adjusted cart lifters, associated replacement costs will be the responsibility of the Contractor.

- 159) The Contractor will be required to return any organic carts that fall from lifters into the collection vehicle itself and cannot be removed until that vehicle is offloaded at the facility. Once retrieved, these carts must be returned immediately to the civic address from which they originated.
- 160) The Contractor binds himself to supply the necessary number of curb-side collection vehicles with drivers and other staff sufficient to perform the work in accordance with the contract documents.
- 161) It will be the responsibility of the Contractor to submit to the CAO for the Municipality of the District of Digby a complete list, (identification number, description, details, licence numbers, etc.) of the collection vehicles working on this Contract.

TIPPING FEES

- 162) The Contractor will not be charged Tipping Fees for residuals, recyclables and organics collected from Serviced Units in accordance with the works as defined in this Contract. Equipment to be used for this Contract must not be used for any other works during the time it is used for collection of residuals, recyclables and organics under this Contract. Mixing of industrial, commercial or institutional residuals, recyclables and organics from properties not serviced under this Contract (Non-serviced Units) into loads exempt of Tipping Fees pursuant to this Contract shall be grounds for termination of the Contractor by the Municipality in addition to any and all other legal remedies available.

SATISFACTION

- 163) All work performed under this Contract must be performed to the satisfaction of the CAO for the Municipality of the District of Digby. The CAO shall be the sole arbiter in any dispute regarding this Contract between the Municipality and the Contractor, and the CAO's decision shall be final and binding. Where, in the opinion of the CAO, the Contractor has been in default of any portion of this Contract, the CAO may request the Contractor take immediate action to rectify the situation or in the event of the Contractor failing to rectify the situation as required, the CAO may have the work completed by another Contractor or with own resources and make appropriate adjustments to the Contractor's monthly payment.

COMPLIANCE

- 164) The Municipality may require the Contractor to show proof of compliance with all applicable bylaws, ordinance and regulation requirements.

SPECIAL CONDITIONS

- 165) The Contractor will be expected to work in a co-operative manner with other private sector contractors providing waste management services to the public and Municipality personnel carrying out their duties on behalf of the Municipality.

EDUCATION STICKERS

- 166) If any materials are not collected from a Serviced Unit because the materials do not comply with the terms and conditions of the Municipal By-Law, Policies and Contract Documents then the Contractor shall affix an education sticker on the material left behind stating the reason for rejection. Education stickers shall be provided by the Western Region Solid Waste Resource Authority.
- 167) The Contractor shall keep a record of Serviced Units where materials were rejected and education stickers applied. This record shall be forwarded weekly to the Municipality and

Authority. The Contractor shall not, in any case, leave materials at the curb during a collection service without applying an education sticker indicating clearly why materials were left.

- 168) Western Region Solid Waste-Resource Management Authority has developed policies in respect to educational stickers and these policies will be discussed with and made available to the Contractor prior to the start of this Contract.

REPORTING

- 169) The Contractor shall submit a daily written collection activity log in suitable format to the satisfaction of the CAO indicating the following:
- a. Collection day of week and date service provided.
 - b. Identification of roads, streets or locations where service provided in the Area(s) where problems were encountered.
 - c. Collection vehicle operator(s) and identification
 - d. Time that service problem was encountered on roads, streets or locations in the Area(s)
 - e. Addresses of Serviced Units where materials were rejected and an education sticker has been placed. This will include and indications of the type of customer compliance problem(s) and reason(s) materials were not collected.
 - f. Customer service calls, complaints received and actions taken.

A sample form is noted in Appendix B

- 170) The daily collection activity log shall be maintained by the Contractor preferably as spreadsheet files (Microsoft Excel) which shall be submitted to the Municipality and Authority on a weekly basis (e-mail is the preferred method of file transfer).

CLEANUP

- 171) During collection, the Contractor shall keep streets and roads free and clean from all rubbish and debris generated as a result of contractor negligence during collection and shall clean up any such material promptly. Care should be taken to prevent spillage on streets and roads over which hauling is done and, any such spillage or debris deposited on streets due to the Contractor's operation shall be immediately cleaned up. Any leaks or spills caused by collection vehicles due to vehicle malfunction such as leaking fuel lines, leaking hydraulic lines or leaking motor oils, will be cleaned-up by the Contractor.

PROVISION OF INFORMATION

- 172) The Contractor agrees to provide, upon request by the CAO for the Municipality of the District of Digby, any Serviced Unit counts, number of stops, participation counts, private roads serviced and any other such surveys which may from time to time be required by the Municipality.
- 173) The Municipality may choose to occasionally conduct these types of surveys using its own employees or staff of the Authority, in which case the Municipality will provide the Contractor with 24 hours notification of the route where its employee is requesting to be a passenger on the collection vehicle.

CONFIDENTIALITY

- 174) The Municipality will endeavour to keep confidential where possible, specific details of each tender submitted. This confidentiality commitment is not enforceable where it is contrary to any legislative requirements for disclosure.

CONFLICT OF INTEREST

175) No member of the Municipality of the District of Digby Council or officer or employee of the Municipality of the District of Digby or the Western Region Solid Waste-Resource Management Authority is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, otherwise, howsoever, in or in the performance of the said Contractor, or in the supply of works or business thereof, or in any of the monies to be derived therefrom.

GENERAL

176) This Contract is governed by the laws of the Province of Nova Scotia.

177) All notices or correspondence under this Contract shall be given to the following addresses and shall be deemed to be delivered on the date of actual delivery.

Municipality: PO Box 429, Digby, Nova Scotia, BOV 1AO
12548 Highway #217, Seabrook, Nova Scotia

Contractor:

178) This Contract shall enure for the benefit of and be binding on the parties, their heirs, successors and assigns.

HEADINGS

179) The headings in this Contract have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this agreement nor any provisions thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals this _____ day of March, 2025.

SIGNED, SEALED AND DELIVERED)

)

)

[Company Name]

)

In the presence of)

)

Per: _____

_____)

Witness)

Per: _____

)

)

)
)
)
)
)
)
)

**MUNICIPALITY OF THE
DISTRICT OF DIGBY**

Witness

Per: _____

Per: _____

**Municipality of the District of Digby
Solid Waste Statistics
March 2025**

- Total number of buildings in the civic file (this would include houses, commercial buildings, potentially some barns and vacant houses, apartment buildings, hospitals, etc.) = 4676
- # of those on the following collection days:
 - Monday = 990 (21.17%)
 - Tuesday = 800 (17.10%)
 - Wednesday = 1658 (35.45%)
 - Thursday = 1228 (22.26%)
- # of those on seasonal collection routes = 75
- # of those where collection is on one side of the street = 4,036
- # of those where collection is on both sides of the street = 565
- Total collection distance = 425 km
 - On Monday = 70 km
 - On Tuesday = 75 km
 - On Wednesday = 150 km
 - On Thursday = 100 km
- Of the 425 km in total collection routes 30 km of those are collected on both sides of the street.

* All information presented on this page is an approximation based on the information the municipality has and this information is constantly changing by small amounts. The above is meant for use as a reference only *

Tyler Pulley
CAO