



Request for Proposals

RESIDENTIAL ORGANICS COLLECTION SERVICES

RFP No. OBSW 01-2020

CLOSING DATE: JUNE 08, 2020

CLOSING TIME: 2:00 PM

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE
VICTORIA, BC V8R 1G2

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1. Instructions to Proponents

1.1 Invitation

The District of Oak Bay (District) invites detailed proposals from qualified suppliers (the "Proponents") in accordance with these Proposal Documents (RFP No. OBSW 01-2020). The proposals will be evaluated for the selection of a supplier (or suppliers) with the desire to enter into a contract (the "Contract") to provide the services described in Appendix "A"- Scope of Work and Appendix "E" -General Conditions.

The District is seeking to enter into a contract for the collection of household organics from residences within the municipality and transportation of the organics to a designated transfer facility or composting facility. The contract will commence on 01 January 2021 and terminate on 31 December 2023. The District may, in its sole discretion, renew the term of this Contract by two (2) one-year extensions, until 31 December 2025, by written notice to the Contractor given not less than thirty (30) days prior to the end of the term.

Optional Additional Proposal: The District is considering the inclusion of organic yard waste to the collection of household organics program, subject to available funding for the program. All yard waste would be confined to the existing residential bin and all other items in the Scope of Work will remain unchanged. This is more fully addressed in the "Scope of Work".

Proponents are asked to provide a separate Financial Proposal for the collection of both kitchen organics and organic yard waste.

Background

The District of Oak Bay is comprised of a mostly residential neighbourhoods with a population of approx. 20,000 people, located on the southern tip of Vancouver Island and is bordered by the City of Victoria and the District of Saanich. The total area of Oak Bay is 10.53 square kilometers.

The work required consists of the collection of waste kitchen scraps and other approved organic material within the Districts boundaries and hauling of residential organics to a designated facility. The organics are to be collected when placed at the curb for collection on the designated pick-up day. The work is described in detail in the Appendix "A"-Scope of Work & Appendix "E" –Specifications.

1.2 Closing Time and Date for Submission of Proposals

Electronic submission only:

Submit a PDF copy of your Technical Proposal and Financial Proposals (in two separate files), in accordance with the instructions contained herein, to the following specific email address: purchasing@oakbay.ca

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from purchasing@oakbay.ca to verify that their proposal has been received.

Original copies of Bid/Performance/L&M bonds must be submitted in within 48 hours of request from Oak Bay. Originals must exactly match PDF submitted or submission/bid will be disqualified.

On or before the following date and time (the "Closing Time"):

Time: 2:00:00 pm (Local time)
Date: June 08, 2020

The District reserves the right to extend the closing time at its sole discretion.

1.3 Not a Tender

This is a Request for Proposal and not a tender call.

1.4 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the District.

1.5 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, must be directed in writing to the contact person named below (the "District Representative"). Information obtained from any person or source other than the District Representative may not be relied upon.

Name: David Brozuk, Superintendent of Public Works
Telephone: 250-598-4501
E-mail: dbrozuk@oakbay.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The District reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the District.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum to the Proponents and post the addendum on BC Bid website. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 Addenda

If the District determines that an amendment is required to this RFP, the District will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. The addenda will also be posted on BC Bid under the RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.7 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.8 Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 on or before the closing date and time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the District's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the District's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the District fax number listed in section 1.2

1.9 District's Right to Modify Terms and Negotiate

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the District considers to be in its best interests. For certainty and without limiting the foregoing, the District may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.10 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. Proposal Submission Form and Contents

2.1 Package- Electronic submission only:

Submit a PDF copy of your Technical Proposal and Financial Proposals (in two separate files), in accordance with the instructions contained herein, to the following specific email address: purchasing@oakbay.ca

One file will contain only the technical proposal. The second file will contain Financial Proposals and scanned copies of any Bid/Performance/Labour & Materials bonds required.

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. The District cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address. Proposals received electronically at the email address above with a received time stamp after the Closing Time will be returned unopened to the Proponent.

It is recommended that the Proponent request an email from purchasing@oakbay.ca to verify that their proposal has been received.

Original copies of Bid/Performance/L&M bonds must be submitted in within 48 hours of request from Oak Bay. Originals must exactly match PDF submitted or submission/bid will be disqualified.

2.2 Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" - Form of Proposal.

2.3 Signature

The Proposal must be signed by a person authorized to sign on behalf of the Proponent

3. Evaluation and Selection

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The Evaluation Team may consult with others including District staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the District, using the following general criteria:

- (a) Proponent's offer, operating costs;
- (b) Proponent's financial stability;
- (c) Ability to meet specifications: general suitability, conforming with preferred specifications, quality of the service to be supplied;
- (d) Past performance
- (e) References, supplier qualifications and experience;
- (f) Alignment with the District's objectives and goals related to environmental stewardship;
- (g) Technical feasibility and maintenance strategies for the proposed Collection Vehicle fleet and equipment in the execution of the Services;
- (h) Communication strategies for both internal and external stakeholders to ensure the productive and effective execution of the Services;

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3 Litigation

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

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

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6 Multiple Preferred Proposals

The District reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions and / or negotiations with the District for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the District that might result or be achieved from the District dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7 Negotiation of Contract and Award

If the District selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the District may, at its discretion at any time thereafter, terminate negotiations with the preferred proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

3.8 Acceptance of Proposals

Proposals submitted must remain open for acceptance by the district for a minimum of ninety (90) calendar days after the submission after the Submission Closing Time and Date.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions of Request for Proposal

4.1 No District Obligation

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

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

4.5 Solicitation of District Staff, Council Members, Contractors

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the District. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process.

4.9 Local Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

5.0 Definitions

In all sections of the Contract, words and expressions set out below shall have the following meanings unless the context requires otherwise:

"Approved Disposal Site" shall mean a site for the disposal of refuse and which is either owned and operated by the Owner or authorized as a disposal site by the Owner.

"Capital Assets" shall mean all machinery, vehicles and any other equipment purchased by the Contractor and required to carry out the Work under this Contract.

"Certificate of Acceptance" shall mean a certificate that has been approved by the Director and is issued by the Designated Facility detailing the weight, origin and condition of the Residential Organics received from the Contractor.

"Changes in the Collection Services" shall mean additions, deletions or other revisions to the Collection Services within the general scope of this agreement and includes, without restricting the generality of the foregoing changes in the Collection Route, changes of Containers, additions to or deletions of Residential Organics, changes in Curbside Collection, changes in the type of collection and the time for pick-up (including increases or decreases to the frequency of Curbside Collection), changes in the Contractor's records and reporting requirements and changes in the source of Residential Organics to be collected.

"Collection Container" or **"Organics Container"** shall mean a wheeled Tote, a Kitchen Container or other receptacle used for the collection of Residential Organics.

"Collection Route" shall mean the area in which the Contractor collects Residential Organics, as described in Appendix "G" herein.

"Collection Services" shall mean the services to be provided by the Contractor as set out in the Contract which broadly include but are not limited to:

- (a) Curbside Collection of Residential Organics once every two weeks from approximately 6150 Units on a set schedule, as applicable;
- (b) Transporting the Organics to a Designated Facility, currently the Hartland landfill site;
- (c) Accurately reporting all data in accordance with the Collection Services to be provided under the Contract; and
- (d) Participating in public education and awareness campaigns.

"Contaminant" shall mean that material which is collected by the Contractor but which is not included, by contract definition, in the category of Organic Materials in which it is delivered, but which may be acceptable within tolerable limits as defined in the Contract.

"Contract Document" or **"Contract"** shall mean the entire agreement between the Owner and Contractor and shall include all of those documents set out in the Table of Contents including the Agreement between the Owner and Contractor, the general conditions, specifications and tender documents as well as any addenda or agreements incorporated therein.

"Contract Price" shall mean the negotiated value of the Work which the Owner requires done as stipulated in the Contract.

"Contractor" shall mean the successful Proponent/Tenderer and the person who enters into the Contract with the Owner including his appointed officers, employees, servants and agents.

"Core Area" shall mean the geographical area comprised of the municipalities of Saanich, Victoria, Oak Bay, Esquimalt and View Royal.

"Corporation of the District of Oak Bay" or **"District"** shall mean the Owner.

"Curbside Collection" shall mean the pick-up of Materials for Collection from in, on, or beside Residential Organics Containers at the curb for collection on the assigned collection day.

"Day" shall mean the calendar day.

"Designated Facility" shall mean a transfer station(s) or composting facility(ies) in the Saanich Peninsula, Core Area or West Shore within a 25 km radius of the Director's office located at 2167 Oak Bay Avenue, Victoria, BC designated or contracted by the Owner to receive, handle, store, separate and process Residential Organics or a facility approved to receive Residential Organics for transportation to another approved facility for processing.

"Director" shall mean the Director of Engineering Services of the Corporation of the District of Oak Bay or his designate, who will represent the Owner.

"Enactment" shall mean an enactment as defined in the Interpretation Act (British Columbia).

"Equipment" or **"Plant"** shall mean anything and everything used by the Contractor in performance of the Work, except people.

"First Year Tendered Amount" shall mean the Contractor's bid price to be paid by the Owner over the first twelve (12) month period of the Contract, including GST, but excluding any applicable annual adjustment.

"Force Majeure" shall mean any event or circumstance excluding lack of funds not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- c) explosion or fire.

"Herein" and **"Hereof"** and similar expressions, wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one paragraph alone, unless the context specifically requires it.

"Inspector" shall mean a representative of the Director who is authorized to ensure the Contractor's conformance to the terms of the Contract.

"Insurance Policies" shall mean those policies required pursuant to Article 36 of the General Conditions.

"Kitchen Containers" shall mean enclosed containers to be used by the resident of a Unit to collect Organic Materials in the Unit.

"Landfill" shall mean the area of the landfill property which is or has been used for the deposit of solid waste, yard waste and residential organics.

"Late Put-outs" shall mean Totes set out by residents who have not placed their organics at the curb by 7:30 am or prior to the Contractor's collection vehicle passing by that Unit in its process of picking up Residential Organics (whichever is later).

"Light Loading" shall mean reporting amounts in excess of actual tonnes of Residential Organics collected within a route in the manner prescribed under these Specifications or contained in this Contract.

"Materials for Collection" shall mean all Residential Organics that are placed at the curb by the occupants of Units for collection.

"Missed Pick-ups" shall mean Totes which a resident has placed at the curb for pick up on the prescribed collection day by 7:30 am or prior to the Contractor's collection vehicle passing by that Unit in the process of picking up Residential Organics (whichever is later), that the Contractor has failed to pick up, unless the Totes have been stickered by the Contractor a minimum of three times for non-conformance of material preparation, program materials or Late Put-outs.

"Municipality" shall mean the geographical boundaries of the Corporation of the District of Oak Bay.

"Municipal Refuse Collection" shall mean the collection of refuse from Units within the Municipality by the Owner's work force.

"Other Contractor" shall mean any person, firm or corporation employed by the Owner other than through the Contractor.

"Overhead" shall mean the percentage which the Contractor may add to the price of materials supplied on a force account basis and shall include supervision, insurance, office accommodations, clerical and all other expenses incurred by the Contractor in relation to the Work.

"Owner" or **"District"** shall mean the Corporation of the District of Oak Bay including its elected and appointed officers, employees, servants and agents.

"Proponent" shall mean an individual or company that submits, or intends to submit, a proposal in response to a Request for Proposal issued by the Corporation of the District of Oak Bay.

"Public Facilities" shall mean the Corporation of the District of Oak Bay's six (6) public facilities.

"Residence" or **"Household"** shall mean single family dwellings or residences, including residents.

"Residential Organics" or **"Organics"** or **"Organic Materials"** or **"Kitchen Scraps"** shall mean compostable organic material produced from within a Unit including, but not limited to: raw and cooked food waste, food soiled paper, meat and fish products, and other food related material.

"Saanich Peninsula" or **"Peninsula"** shall mean the geographical area comprised of the municipalities of North Saanich, Sidney and Central Saanich.

"Single Family Dwelling" shall mean households and residences, as compiled each year by the *British Columbia Assessment Authority* for each Collection Route, comprised of:

- (a) a single family detached dwelling, including legal suites;
- (b) a single living unit within a multi-family townhouse complex or mobile home park;
- (c) one half of a single family detached duplex dwelling;
- (d) one third of a single family detached triplex dwelling complex;
- (e) one-quarter of a single family detached fourplex dwelling complex;

but illegal suites or other residential dwellings within a single family dwelling shall not be included as a Unit(s) for payment. The unit prices tendered shall be considered to include the collection of Organic Materials from these premises.

"Site" shall mean one or more Residential Organics receiving locations as specified by the Director.

"Subcontractor" shall mean any person engaged by the Contractor or another subcontractor to perform or provide part or parts of the Work intended to be incorporated into the completed Works, but does not include a worker or a person engaged by an architect or engineer.

"Supply" or **"Provide"** shall mean supply and pay for or provide and pay for.

"Tenderer" shall mean the person or persons who submit a tender for the Work to be done.

"Term" shall mean the term of the Contract commencing on 01 January 2021 and terminating on 31 December 2023, unless otherwise terminated as provided in this Agreement. The District may, in its sole discretion, renew the term of this Contract by two (2) x one-year extensions, until 31 December 2025, by written notice to the Contractor given not less than thirty (30) days prior to the end of the term. Each renewed term shall be under the same terms and conditions.

"Tipping Fee" shall mean the charge payable for depositing Residential Organics at the Designated Facility.

"Tote" shall mean wheeled receptacle for curbside collection and storage of Residential Organics.

"Unit" shall mean Single Family Dwellings and Public Facilities eligible for Residential Organics collection, as designated by the Director.

"Working Day" shall mean a day other than Sunday.

"Yard Waste" means all organic material produced by a yard or garden including grass clippings, hedge and tree pruning material up to one inch in diameter, weeds and material from flower beds and vegetable gardens. Yard waste does not include dimensional lumber or the remains thereof, soil or any manufactured or processed product.

"Year" shall mean a period of time of twelve (12) consecutive months.

"West Shore" shall mean the geographical area comprised of the municipalities of Colwood, Langford, Highlands, Metchosin, Sooke and the electoral area of Juan de Fuca up to and including Jordan River and Willis Point and Malahat.

"Work" or **"Works"** shall, unless the context otherwise requires, mean the whole of the work, equipment, labour, matters and things required to be done, furnished, and performed by the Contractor under this Contract.

Appendix A

SCOPE OF WORK

SCOPE OF WORK

The work required under this contract consists of the collection and hauling of Residential Organics to a Designated Facility. The organics are to be collected when placed at the curb for collection by 7:30 am or prior to the Contractor's collection vehicle passing by that Unit in the process of picking up Residential Organics, on the designated pick-up day.

Service shall be once every two-week period, with an add-a-day schedule, on the same day as Municipal Refuse Collection. Collection time shall not vary more than ninety (90) minutes from collection day to collection day. The District will be responsible for the design, production and distribution of these schedules.

All collections shall be made Monday through Friday, excluding statutory holidays, commencing at 7:30 am and shall be continuously pursued until no later than 4:30 pm, except in the cases of unusual delay or emergency.

The District shall be deemed to be the owner of all Residential Organics set out for collection.

The Contractor shall convey the Residential Organics to one or more Designated Facility which is under a separate contract to the District, as directed by the Director.

The Contractor shall execute the Contract requirements for customer notification, reporting of statistics, resolution of complaints, reporting of infractions and all other requirements of this specification.

The Contractor shall collect Residential Organics put out for collection, placed up to four (4) metres from the curb and up to six (6) metres from the travelled portion of the road exclusive of the shoulder in those areas without curbs.

If residents are elderly or medically incapacitated and unfit to move containers to the curbside or to the lane, then the Contractor shall provide a doorstep or backyard special pickup service at no extra cost to either the District or the residents. There are currently 110 Units on special pick up service.

The Contractor shall not damage or misuse Collection Containers and shall be responsible for the cost of any damages it causes to the containers. The Contractor shall collect spilled or scattered material from within a six (6) metre radius area of the Collection Containers. The Contractor shall collect Residential Organics spilled from the truck.

The Contractor shall:

- (a) Attach notification stickers provided by the Director to Collection Containers which fail to meet the criteria as described in these requirements and therefore cannot be collected, and report infractions to the Director each month.

- (b) Where weather conditions make it impossible to attach notification stickers to the Collection Containers, the notification stickers must be left at the residence, put through the mail slot or otherwise secured at the front door to prevent loss or misplacement.

1. WORK PROGRAM

The Contractor shall deliver to the District within two (2) months of execution of a Contract a work program and schedule for the following:

- (a) mobilization, location, storage and maintenance facilities and all of the Contractor's vehicles and equipment

2. PROGRAM PARTICIPATION

The District shall provide the Contractor with the number of Units per route at the start of the program and any changes to this number will be identified to the Contractor at each month-end. The Contractor shall keep an accurate record of the number of pickups per route, per day. These records shall form part of the monthly report.

The Contractor will assist the District in the development of educational material (i.e., collection schedules, preparation of materials, etc.) during the term of the Contract.

In addition to any promotion undertaken by the District, the Contractor will be responsible for all program communication dealing with operational issues, including but not limited to the following:

- (a) contamination, improper sorting, non-compliance stickers
- (b) notification of any disruption of service
- (c) late put-out notices
- (d) change in collection schedule

All program communication must be approved by the Director prior to distribution.

The District will be responsible for developing schedules, education and promotional material for the program.

3. RESIDENTIAL ORGANICS COLLECTION

Collection Containers

Each residence will have a 133 L wheeled collection container for the collection of organic wastes. The supply of these container does not form part of this Scope of Work.

Residential Organics Collection

The Contractor shall collect Residential Organics placed at the curb within the Collection Routes once every two weeks, with an add-a-day schedule, on the same day as Municipal Refuse Collection and will deliver the material to one or more Designated Facility(ies) as designated by the Director. The current Designated Facility is the Hartland landfill site.

Residential Organics Disposal Fees

The Contractor shall not be responsible for the payment of any Residential Organics disposal fees. However, the Contractor will be responsible for any fines or penalties relating to improper delivery of organic waste and for inclusion of unacceptable materials in a load. Notwithstanding the above, the District will work with the Contractor to identify and eliminate any source of unacceptable materials entering the Residential Organics stream.

4. MATERIAL MEASUREMENT

All Residential Organics collected shall be weighed at the Designated Facility by Collection Route basis each day. Records of such weights shall be provided to the District on monthly report sheets in a form approved by the Director. The Contractor's records shall be the source of that information so their accuracy is critical.

5. CONTAMINATION OF MATERIAL

All organics which are not collected by the Contractor under this Contract shall be placed by the Contractor back into the resident's Tote.

To educate the customer as to why the rejected organics were not picked up, the Contractor shall, at his expense, attach to the rejected material a sticker explaining why those materials were not collected. This information sheet shall be in a form provided by the Director prior to use. The contractor will also take a digital photograph as evidence to support rejected material and in case of a dispute. The photographs will be submitted with the information sheet to the District in the quarterly report.

The District, the Contractor and representatives of the Designated Facility will establish and agree on an acceptable level of contamination within the first three months of the Contract. Should mediation be required, the costs will be borne by the District.

6. CERTIFICATE OF ACCEPTANCE

All Certified Collectors

The Contractor shall be responsible for obtaining from the Designated Facility a Certificate of Acceptance for each load of Residential Organics delivered by the Contractor. The Certificate of Acceptance must be preprinted, numbered sequentially, contain the following information and be approved by the Director before use:

- (a) Certified Collector name
- (b) Delivery vehicle/container unit number
- (c) Date of delivery of Residential Organics
- (d) Collection Route
- (e) Weight of Residential Organics delivered
- (f) Condition of Residential Organics delivered:

- Acceptable _____
- Rejected _____, reason _____

(g) Confirmation of the above information by the Contractor and Designated Facility

Two legible copies of the Certificate of Acceptance will be provided to the Contractor upon completion by a representative of the Designated Facility. At the end of each month the Contractor shall submit one copy with the invoice to the District.

The Director may, if in a satisfactory format, accept electronic copies of the Certificate of Acceptance.

The Contractor is responsible for all costs incurred by the Designated Facility to remove the contaminants from a load of Residential Organics.

7. LIGHT LOADING MINIMUM PENALTY

If a determination is made by the Director that the Contractor has been Light Loading, the Contractor shall refund to the District the difference between the estimated actual tonnage and the reported tonnage plus the sum of one thousand dollars (\$1,000) per incident as liquidated damages for the District's additional administrative costs, or such other greater cost as the District may incur as a result of the Light Loading. Such amount will be deducted from the next payment to be made to the Contractor.

The Residential Organics placed at curbside by Unit residents for collection are the sole property of the District and shall be delivered only to the Designated Facility. If the Contractor fails to deliver the collected materials to the District's Designated Facility or adds materials from other sources, the Contractor shall pay to the District the sum of one thousand dollars (\$1,000) per incident as liquidated damages and such amount will be deducted from the next payment to be made to the Contractor.

8. DISPOSAL OF MATERIAL

The Contractor shall not deposit Residential Organics in any Approved Disposal Site except with the specific approval of the Director, and in accordance with any directions from the Director.

9. IDENTIFICATION OF RESIDENTIAL ORGANICS COLLECTION SERVICES

Vehicles - All vehicles shall bear signs that identify the vehicle as being used for the District Residential Organics Collection Services (approximate sign size is 1800 mm x 1200 mm). Details will be finalized regarding logos, colour of vehicles, telephone numbers, etc. for approval of the Director within thirty (30) days of Award of Contract.

Employees - All employees of the Contractor shall have proper identification in their possession when performing duties related to the Contract demonstrating that they represent the District's Residential Organics program.

10. COLLECTION VEHICLE

The Contractor shall at all times provide, maintain and operate a sufficient number of collection vehicles, as approved by the Director, to properly maintain the level of service specified in this Contract. The Director shall have the right to require the Contractor at any time after the

commencement of the service to increase the number of collection vehicles to such numbers, as may be determined by the Director, to ensure adequate performance of the Work. The Contractor shall provide a fleet of collection vehicles having twenty percent (20%) spare units (a minimum of one unit) or have access to additional collection vehicles on four (4) hours' notice.

The Contractor shall assign an adequate number of suitable (type and size, etc.) collection vehicles to each route each collection day to ensure complete collection within the specified collection day.

The collection vehicle shall be mounted on adequate truck chassis and have fully enclosed metal bodies of sufficient capacity and strength to perform the Work of collection and transport to the Designated Facility. The design of the collection vehicles must be acceptable to the Director. The Contractor shall ensure that the collection vehicles comply with all Federal, Provincial and Municipal government requirements.

All vehicles used by the Contractor to carry out the Work shall be equipped with Global Positioning System (GPS) and the Director will have access to all data during the Term of the Contract.

Residential Organics shall be protected from the weather. The collection vehicles are to be properly constructed and maintained to eliminate the depositing of Residential Organics, as well as water and mechanical or hydraulic liquids onto the streets during the performance of the Work.

The Contractor shall immediately clean up any debris or liquid which falls from the collection vehicle onto the street.

The collection vehicles will be appropriately signed, painted and designed to collect and hold all Residential Organics collected during each collection day.

Collection vehicles (body and chassis) shall not be older than five (5) years at any time during the term of the Contract. The Contractor shall provide proof of age of collection vehicles as requested by the Director.

The Contractor shall ensure the collection vehicle will have the required maneuverability and axle capacity to meet the requirements of the Contract.

A list of collection vehicle numbers and corresponding daily route numbers shall be supplied to the Director prior to commencement of the Work in each collection day.

The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint and other expenses.

All equipment used by the Contractor must be kept clean and in good repair at all times. All collection vehicles will be properly painted or repainted to the satisfaction of the Director at all times during the term of the Contract. The Director must approve the colour to be used.

The Contractor shall be prohibited from displaying any advertising matter whatsoever on any of the organics collection vehicles operated under the provisions of the Contract except as the District may require on each of the collection vehicles to identify the said collection vehicles as being operated as organics collection vehicles on behalf of the District. The name of the Contractor shall be affixed upon all collection vehicles and each collection vehicle shall be numbered consecutively with 150 mm numbers on front, rear and both side panels.

The District logos must be prominently located on two sides of the collection vehicles as directed by the District. The District will supply details of the logo when required. The visibility of the District logo shall not be overshadowed by that of the Contractor. Collection vehicles that have been withdrawn from use under the Contract shall have all District logos and collection program

information removed from the collection vehicles prior to them being sold or used by the Contractor for other purposes.

The Contractor shall not use vehicles assigned to the Work under the Contract for any other purpose without the written consent of the Director.

11. COLLECTION FREQUENCY

The Contractor shall, in each Collection Route, collect the organics placed at the curbside once every two (2) week period, with an add-a-day schedule, on the same schedule as Municipal Refuse Collection, as per the route maps attached as Appendix "G" herein. Collection shall be made regardless of weather conditions.

12. COLLECTION SCHEDULES

The District shall create an annual schedule for Curbside Collection. The detailed Collection Routes and schedules for the first year of the Contract will be provided by the Director thirty (30) days prior to the start of the Term of the Contract Date.

13. DELIVERY OF SCHEDULES

For subsequent years, the District will deliver to each Unit: schedules, route details and dates, including any changes regarding Curbside Collection. Four weeks' notice will be given by the Director to the Contractor prior to any route changes. Revised schedules will be issued to all affected Units prior to implementation.

14. COLLECTION ROUTES AND SCHEDULES

The Collection Services shall include Collection Routes 1 to 10, as outlined in Appendix "G" herein.

Should future requirements dictate, the District retains the right to increase or decrease the frequency of collection at a negotiated price at any time during the Term of this Contract.

The Contractor will have nine (9) hours, from 7:30 am to 4:30 pm, to pick up the Residential Organics within a Collection Route. If the Contractor has failed to complete collection within the Collection Route, the District may, at its sole discretion, start at the end of the collection day or the following day to pick up the Residential Organics missed and bring those items to the Designated Facility. This work, if required to be carried out by the District, will be charged to the Contractor.

However, if the Contractor is actively in the process of picking up Residential Organics from the uncompleted Collection Routes, and the District determines that the Contractor has committed the required resources to complete this work within four (4) hours of being notified of the failure to perform the work, then the District may elect not to pick up those items.

All Totes, after being emptied by the Contractor, shall be returned to the same location where they were collected. The Totes shall have the lids closed. All non-organic items shall be left in the Tote.

Accidents or damage occurring to any of the Contractor's vehicles or facilities which adversely affect the performance of the Contractor shall be reported to the Director within twelve (12) hours of occurrence.

15. MISSED PICK-UPS AND LATE PUT-OUTS

The Contractor shall collect Residential Organics from those locations where a missed pick-up has been reported on the day of notice, provided notification was received at 4:00 pm or prior. For notifications received after 4:00 pm, collection shall be completed by 11:00 am the following day, seven (7) days per week. Such notification may originate from the resident, Director or others.

If the Contractor regularly misses Units (two times in three months) as a result of an inadequate or inappropriate number of collection vehicles or poor performance, the District may, at its sole discretion, start at 7:30 pm on the collection day to pick up the Residential Organics that have not been collected by the Contractor and bring those items to the Designated Facility and charge the Contractor \$100 per occurrence or actual costs incurred, whichever is the greater.

Where, in the Contractor's opinion, Organics Containers have been put out late, the Contractor will be required to collect on the day of notice, within the time frames laid out above. However, if in the Contractor's opinion, there is a pattern of late put-outs at a particular location, the Contractor shall report to the Director the address, time the area was serviced, and what Organics Containers, if any, were placed out for collection at the location in question. In these situations only, the Director may, at his sole discretion, withhold the requirement to service these locations.

Where there is a dispute concerning missed pick-up versus late put-out, the Director's decision is final.

16. SERVICE CONTINUITY

When weather conditions impede the carrying out of services, areas or parts of areas which are able to be collected shall be serviced. Service may be temporarily discontinued only with the permission of the Director. Where weather conditions have impeded service, the District will be responsible for issuing notification through press releases and advertising on local radio station(s) and cable network stations. Following any disruption of Collection Service, the Contractor shall use extra equipment or manpower, all within the hours of collection set-out, in order to immediately resume the regular schedule and shall collect and remove all Residential Organics forthwith which may have accumulated during the period the service was discontinued.

For any service interruptions, including those for labour disruptions or acts of nature, no payment will be made to the Contractor during the period of the service disruption. However, the Contractor may request payment upon resumption of service for additional equipment required to resume normal service standards. Such request must be accompanied by documented, justifiable expenses and may be approved at the sole discretion of the Director.

17. VARIATION IN VOLUMES

The Contractor is required to take note that there may be considerable variation in the quantity of Residential Organics to be collected and removed from any given Collection Route from week to week and from season to season. The Contractor shall meet this variation in the demand for service by using additional equipment, manpower or overtime, in order that the schedule of collections shall not be interrupted. Regular schedules of collection shall only be varied as hereinbefore provided. No payment will be made to the Contractor for the variation in volumes.

18. COMPLETION BY THE DISTRICT

Upon breach by the Contractor of any term or condition of this Contract, or should the Contractor become insolvent or commit any act of bankruptcy, the District may, in its absolute discretion, by itself complete or employ such third parties as it sees fit for the purpose of completing the Work or any part thereof. The District shall not be liable for a loss or damage of any nature including economic loss which the Contractor may sustain as a result.

19. BUSINESS PREMISES

The Contractor, at his own expense, shall maintain, for the Term of the Contract, a local office and provide and maintain a toll-free telephone service attended between the hours of 8:00 am and 4:30 pm from Monday to Friday by a competent representative to answer all inquiries and complaints from the public and persons living within the Municipality related to the collection of Residential Organics. The Contractor shall supply voice messaging or an answering service and public service information in the evenings and on weekends. The voice messaging and/or answering service information must be to the satisfaction of the Director.

The Contractor shall provide the Director with the names of his managers and/or supervisors who can be reached on a twenty-four (24) hour per day, seven (7) day per week basis (24-7) in case of emergencies. The Contractor shall also provide the telephone, pager and cellular phone numbers of each supervisor or manager.

20. RECEIPT, RECORDING AND RESOLUTION OF COMPLAINTS

The Contractor shall respond promptly and courteously to all complaints received from residents, the public or from the District's representatives. The Contractor shall inquire fully into the nature and extent of the complaint and rectify and attend to the problem without delay within the obligations imposed on him under this Contract and in the spirit of good public relations. The Director's decision will be final with respect to justified complaints.

The District reserves the right, in the event that justified complaints are not satisfactorily attended to and corrected by the Contractor on the date of receipt, to take such action as it may deem necessary to remedy said complaint and to charge the complete costs thereof, plus the applicable overhead costs, to the Contractor, and may recover such costs from monies due to the Contractor at that time.

The Contractor shall maintain a complete record of all inquiries and complaints received, which record shall include:

- (a) the date and time of the call and the name and address of the resident complaining;
- (b) the nature of each complaint and inquiry received; and
- (c) the action taken to rectify each complaint and the date on which such action was taken.

This record shall be provided to the Director each month.

21. DELAY

If the Contractor is delayed in the progress of the Work by any act or neglect of the District or the Director or by strike, lockout or other labour dispute, fire, unusual weather conditions beyond its control or act of God, the Contractor shall immediately notify the District of the delay and estimate

its probable duration. The District may, in its absolute discretion, agree upon an extension of time for the Work under the Contract by the Contractor.

The Contractor must make every effort to complete the collection of Residential Organics in the event of any obstructions or impediments. This includes walking around illegally-parked vehicles, accessing all locations adjacent to the point of the direct impediment and any other actions as directed by the Director. In the event access to the collection site is blocked, the Contractor shall return to the site later in the same scheduled pick-up day to collect the Residential Organics. If access is still restricted, the Contractor shall contact the Director and advise of the situation and return the following day to undertake collection. Should access still be restricted, the Contractor shall advise the Director, who will decide on an appropriate course of action.

22. INSPECTION

Periodic inspections will be made by the Director to verify that the service provided by the Contractor is adequate in all respects and in conformity with the requirements of this Contract. Where any deviation from the requirements of this Contract is found, the Director will notify the Contractor and such notice may be given either orally or in writing. The Contractor shall forthwith upon receipt of such notification by the Director, institute and carry out corrective measures which shall ensure full performance in conformity with the requirements of this Contract.

Such periodic inspections as hereinbefore provided shall not relieve or release the Contractor in any way from responsibility for the supervision of his operations under this Contract or from making its own inspections to ensure that the service is provided in full conformity with all terms and conditions of this Contract.

23. PERSONNEL

The Contractor shall keep on the Work, at all times during its progress for the Term of the Contract, a competent supervisor. The Contractor shall identify the person who will act as the supervisor in writing to the Director. The supervisor shall represent the Contractor in his absence and directions given to him shall be held to be given to the Contractor. The supervisor shall be certified from the Solid Waste Association of North America (SWANA) in the Managing Municipal Solid Waste Collection Systems. The Contractor will have six (6) months from the commencement of the Contract to obtain certification.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to carry out the Work.

Appearance and Conduct of Workers

All personnel performing work under this Contract shall conduct themselves in a courteous and polite manner and shall wear uniforms to project a professional image in the community. The uniforms shall be clean in appearance, consistent throughout all aspects of the Work, consistent with the Contractor's colours, and to the satisfaction of the Director.

24. SAFETY PROCEDURES

The Contractor shall appoint a qualified employee to supervise and enforce compliance with safety procedures which shall be developed and maintained by the Contractor in accordance with WorkSafe BC requirements. As part of the safety procedures, the Contractor shall maintain first aid and safety equipment on its collection vehicles.

25. DESIGNATED FACILITY

The Contractor must adhere to the procedure in effect at the Designated Facility for weighing, unloading, recording and general site usage.

26. PUBLIC RELATIONS

The Contractor acknowledges that its employees, agents and sub-contractors will be dealing with the public in the execution of this Contract. It is of primary importance to the District that excellent relations with the public be maintained and that all persons under the control of the Contractor will be required to participate in a two-hour training program provided by the District each year for the Term of the Contract.

27. WEATHER AND STREET MAINTENANCE

The Contractor shall collect Residential Organics under all weather conditions. The only exceptions are weather conditions such as a flood, an exceptionally heavy snowfall, as determined by the Director, or conditions amounting to an Act of God which prevent collection. Even in such exceptional cases, areas or parts of areas in which collection can be made shall be serviced.

Service shall be discontinued only with the permission of the Director and shall be resumed as quickly as possible, or as stipulated by the Director.

The District shall not be responsible for towing charges or damage occasioned by the condition of streets or lanes within the Collection Route.

28. QUARTERLY REPORTS

Within seven (7) working days after the last day of April, July, October and January, the Contractor shall submit to the Director a monthly project report to include at least all of the following (the report forms are to be approved by the Director):

- (a) a list of all collection vehicles, individual tare weights and daily route numbers, including Certificates of Acceptance where applicable
- (b) a separate total weight summary of tonnages of Residential Organics and Yard Waste from each Collection Route and date delivered to the Designated Facility
- (c) set-out rates by route
- (d) energy consumption for vehicles and other equipment
- (e) improvements or increased efficiencies
- (f) rejected materials report with photographs

29. PERFORMANCE CRITERIA

Further to the responsibility of the Contractor to carry out the work under this contract, the Contractor is required to meet the following performance criteria:

- (a) have no more than two (2) incidents per month where the supervisor fails to respond to the Director within thirty (30) minutes of initial attempt to contact
- (b) have no incidents where the supervisor was not able to be contacted personally
- (c) have no more than five (5) non-compliance assessments in any six (6) month period
- (d) collect any Residential Organics reported as missed collection service on the same day the complaint is received, up to and including 4:00 pm. For complaints received after 4:00 pm, collect by 11:00 am the following day
- (e) collect all Residential Organics from missed route areas by 11:00 am the following day
- (f) have no more than one (1) incident per month where service time varied more than ninety (90) minutes
- (g) notify the Director by 5:00 pm of any areas where service was not possible during the collection day
- (h) collect materials from any Collection Route where service was not possible [referenced (g) above] by 11:00 am the following day
- (i) provide and maintain fleet of mechanical collection vehicles and associated personnel sufficient in number and capacity to perform all work required at all times, including during adverse weather, holiday overloads and vehicle breakdowns
- (j) provide and maintain vehicle identification numbers, company name and phone number on each side of all vehicles used in the performance of the Contract
- (k) inspect and correct hydraulic/oil fluid leaks daily
- (l) immediately clean up/remove all spilled hydraulic/oil fluids resulting from collection vehicles
- (m) immediately clean up and remove any spilled, scattered or dropped material resulting from the collection and transportation process
- (n) provide collection service during construction activities or where vehicles have blocked access
- (o) have no more than three (3) incidents per six (6) month period of reported leakage from Contractor's equipment
- (p) have no more than one (1) complaint per month concerning operator conduct
- (q) provide follow-up written reports concerning complaints to the Director by the close of the working day of the event
- (r) repair damaged property, when directed by the Director, within fourteen (14) days of its occurrence

- (s) provide annual energy consumption data, including fuel consumption and energy use associated with the provision of the Collection Service, to the District within thirty (30) days of request
- (t) develop and implement plans to reduce energy and emissions associated with the Collection Service

In the event, in the opinion of the Director, the Contractor is not performing the Contract to the satisfaction of the District, the Director may pursue any remedy available to ensure the Work is carried out to the satisfaction of the District.

30. GENERAL

A waiver of any breach of or provision to this agreement shall not constitute or operate as a waiver of any other breach of or provision to the agreement, nor shall any failure to enforce any provision herein operate as a waiver of such provision or of any other provisions.

Nothing in the Contract document is to be interpreted as preventing or impairing the ability of the District to endorse, adopt or implement bylaws or policies that may increase or decrease the quantity of Residential Organics available for collection under this Contract.

OPTIONAL INCLUSION OF ORGANIC YARD WASTE

The District is considering the inclusion of organic yard waste in the Residential Organics Collection Program. The inclusion would limit organic yard waste to grass clippings, leaves, prunings, plants & branches. All yard waste items would be confined to the existing 133L bins, items not placed in the bin would not be collected by the contractor.

Proponents are asked to submit a price on Submittal Form "B" for the pickup of both residential organic kitchen waste and organic yard waste. All other terms and conditions would remain unchanged. The price submitted on Submittal Form "B" would not be in addition to any amount bid on Submittal Form "A".

The District would select either Submittal Form "A" or Submittal Form "B" as the basis of award, subject to available funding for the program.

If the yard waste inclusion option is selected, the yard waste items stated above would be added to the list of accepted items in Appendix "F".

APPENDIX “B”

FORM OF PROPOSAL

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by the same standards of confidentiality. The District’s intent is to enter into a Contract with the Proponent who has submitted the best offer.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

1.1 Stage One - Mandatory Criteria

Item #	Mandatory Criteria
1	The Proposal must be received at the Delivery Email Address before the Closing Date and Time specified in Section 1.1- Invitation. Late Proposals will not be considered and will be returned unopened to the Proponent. Faxed Proposals will not be accepted.

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

1.2 Stage Two

Information that should be included by proponents in their submission:

Capacity to provide Services

Proponents should provide a brief company profile as background and context for their capacity to provide the services described in this RFP. The company profile should include:

- Year and jurisdiction of incorporation;
- Number of employees and years of experience of each.
- Quantity, age, model and type of fuel used for all equipment (provide detailed list)
- Employee certifications & qualifications (third party certification)
- Experience providing residential organics collection services.
- Employee Health & Safety Plan
- Emergency and Spill Response Procedures
- The name(s) and company information of any subcontractors that will be used in the fulfillment of the contract

Statement of Understanding of Project

Proponents must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, the project schedule and how their proposed solution aligns with the objectives of the District.

References & Experience

Using the References Form, Submittal Form “F”, provide a minimum of three client (3) references for similar requirements including the start and end dates of when the services were provided.

The District will be evaluating this section on the relevance of previous experience and references.

Financial Proposal

The Financial proposal must be submitted in a separate PDF file as described in Section 2 and include:

- Submittal Form “A” – Schedule of Quantities and Prices
- Bid Security as described in Specifications- Section 22
- Performance Bond as described in Specifications-Section 23

Value Added Services

Proponents are to provide information on what makes your firm innovative, what is your competitive advantage and what other services and value added your firm provides that would assist, or be of benefit to, the District.

Proponents should submit all relevant documentation as it relates to any product(s) or services(s) proposed in order to facilitate a complete and comprehensive evaluation by the District.

1.3 Stage Three - Reference Checks

The references of the preferred Proponent and subcontractors may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. In exception to paragraph three below, past working history with the District will be considered in the evaluation of any proponent whether or not it is included in the proposal.

The District will not enter into a Contract with any Proponent whose references, in the District’s sole opinion, are found to be unsatisfactory.

Evaluators are only able to evaluate information that has been included in a Proponent’s Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources may not be considered during the evaluation process.

**Appendix C –
EVALUATION AND SCORING PROCEDURES**

Evaluation will be based upon the following:

Residential Organics Collection Services	
EVALUATION CRITERIA	WEIGHT POINTS
Quality of Proposed Solution	30
References, supplier qualifications and experience	15
Vehicles & equipment, Approach to Customer Service, Safety & Spill plans, Innovation in previous similar services	15
Total Technical Points Available	60
Financial Proposal Points Available	40
Total Points Available	100

Evaluation and Scoring Procedure

Technical merit is awarded a maximum score of 60 points and cost is awarded a maximum of 40 points each, for a total potential of 100 evaluation points. Technical proposals will be opened and marked out of a total score of 60 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the model proposed, the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 40 points. The financial proposal with the lowest cost of fees will be awarded 40 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 40 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 40 minus 4 (10% of 40), or 36 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the District.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 42 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened, unless there are only two proposals received, in which case the second proposal will be opened to avoid a non-competitive situation.

**Appendix D –
PRO FORMA CONTRACT FOR SERVICES**

This AGREEMENT dated for reference and made as of the (date)

BETWEEN:

THE DISTRICT OF OAK BAY

2167 Oak Bay Avenue
Victoria, BC V8R 1G2
Fax No. 250-598-9108

('The District', 'we', 'us' or 'our' as applicable)

OF THE FIRST PART

AND:

CONSULTANT'S NAME

ADDRESS

EMAIL

('Contractor', 'you' or 'your' as applicable)

OF THE SECOND PART

WHEREAS:

- A. The District called for proposals for the provision of consulting services for (Contract No.) (the "Project"), and the Contractor in reply submitted a proposal dated (Date). A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule 'A' to this Agreement (the "Services") to the District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the District and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "Agreement"), agree as follows:

CONTRACTOR'S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the District to any person other than representatives of the District duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the District any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise

to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.

- 5. Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the **"Intellectual Property"**) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
- 6. Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
- 7. Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
- 8. Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
- 9. Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
- 10. Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
- 11. Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- 12. Legal Relationship** The legal relationship between you and the District arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employee.
- 13. Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of Services pursuant to this Agreement.

PAYMENT

- 14. Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive

documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

15. Currency Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. For Default If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

17. For Absence If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

18. Suspension If your Services are suspended by the District at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the District to terminate this Agreement upon giving written notice thereof to the District. In such an event, you shall be paid by the District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.

19. With Notice If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. Client to Provide Information We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the District, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the District's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the District in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or the carrying out of the District's responsibilities under this Agreement.

21. Client to Respond We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.

22. Site Access We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging

any additional safety orientations necessary as a result of a change in your personnel or otherwise.

- 23. Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 24. Waiver** Except as may be specifically agreed in writing, no action or failure to act by the District or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
- 25. Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the District and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the District and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the District and the Contractor.
- 26. Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
- 27. Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 28. Designation of Parties** In this Agreement, "we", "us" and "our" refer to the District alone and never refer to the combination of the Contractor and District. The combination of the District and the Consultant is referred to as "the parties".
- 29. Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
- 30. Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 31. Time** Time is of the essence in this Agreement.
- 32. Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

- 33. Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the District and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 34. No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the District or the Contractor.
- 35. Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

- 36. District Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "District Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the District Representative in the place and stead of any person previously designated.
- 37. Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

- 38. Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

TERM

- 39. Term of Contract Term** shall mean the term of the Contract commencing on 01 January 2021 and terminating on 31 December 2023, unless otherwise terminated as provided in this Agreement. The District may, in its sole discretion, renew the term of this Contract by two (2) one-year extensions, until 31 December 2025, by written notice to the Contractor given not less than thirty (30) days prior to the end of the term. Each renewed term shall be under the same terms and conditions.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

The District of Oak Bay by its authorized signatories:

(Name) by its authorized signatories:

APPENDIX "E"

GENERAL CONDITIONS

1. INTENT OF CONTRACT

The intent of the Contract is that the Contractor shall provide all supervision, labour, equipment and all else necessary for or incidental to the proper execution of Work, unless specifically noted otherwise. The Contractor shall do all the Work described in the specifications and all other things necessary to carry out the Works.

2. DOCUMENT CONFLICTS AND OMISSIONS

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto will take precedence and govern in the following order:

- (a) Agreement Between the Owner and Contractor
- (b) General Conditions
- (c) Scope of Work
- (d) Submittal Forms
- (e) Instructions to Proponents
- (f) Request for Proposal
- (g) All other documents

Neither party to the Contract shall take advantage of any apparent error or omission in the specifications, but the Director shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the specifications. Any work not herein specified but which may be fairly implied as included in the Contract, of which the Director shall be the judge, shall be done or furnished by the Contractor at his expense as if such work had been specified.

3. DISCREPANCIES

Any discrepancies, errors or omissions found in the specifications shall immediately be reported to the Director, who shall promptly correct such error or omission in writing. Any work done after discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

4. CONTRACT INTERPRETATION AND DECISIONS

The Director will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance of both parties to the Contract. Interpretations and decisions of the Director shall be consistent with the Contract Documents and in making a decision the Director will not show partiality to either the Owner or the Contractor.

Either the Owner or the Contractor may at any time, by written request in sufficient detail and accompanied by sufficient supporting documentation to reasonably describe the matter, refer any question, including claims relating to the performance of the Work or the interpretation of the Contract Documents, to the Director for an initial decision and the Director shall render a written decision to the Contractor within a reasonable time.

If the Contractor does not agree with an interpretation or decision of the Director then resolution of the matter shall be dealt with in accordance with the provisions of Article 39.

5. INVESTIGATION BY CONTRACTOR OF CONDITIONS AFFECTING WORK

The Contract between Owner and Contractor is made and entered into by the Contractor and the Owner on the distinct understanding that the Contractor has, before execution, investigated and satisfied himself of everything and of every condition affecting the Work to be executed and the labour, materials and equipment to be provided, that the execution of this Contract by the Contractor is founded and based upon his examination, knowledge, information and judgement, and not upon any statement, representation or information made or given or upon any information derived from any representative of the Owner; and furthermore, the Contractor shall make no claim against the Owner for any loss or damage sustained in consequence of or by reason of any such statement, representation or information being incorrect or inaccurate, or on account of unforeseen difficulties of any kind.

6. DIRECTOR'S STATUS

The Director will be the Owner's representative during the term of the Contract and will administer the Work on behalf of the Owner. The Director will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract. The Contractor shall obey such order immediately. Neither the giving nor carrying out of such orders shall thereby entitle the Contractor to any extra payment.

The Contractor shall obey, perform and comply with the Director's orders or instructions with respect to the Work or concerning the conduct thereof promptly, efficiently and to the satisfaction of the Director. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract or involve a change for which a change order should be issued as described in Article 29, he shall so notify the Director in writing before proceeding to carry them out and, in any event, within ten (10) days of the receipt of such orders or instructions. If the Contractor does not so notify the Director within the time so stated, he shall not claim at any time thereafter that the orders or instructions were not authorized or should have been subject to a change order. Nevertheless, the giving of such notice to the Director shall not relieve the Contractor of his obligations to carry out and obey such orders and instructions.

The Director may delegate to other persons such of the powers of the Director as the Director deems appropriate.

7. INSPECTION OF WORK

The Director shall have access at all times to the Work including the Contractor's owned or non-owned storage and disposal facilities and the Contractor shall provide proper access for inspection.

The Director shall inspect Work in the Owner's interest for the purpose of promoting effective execution of the Work and such inspection or lack of it shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

8. MANAGER AND LABOUR

(a) Manager

The Contractor shall, at all times during the term of this Contract, have a manager charged with the responsibility of supervising the operations of the Contractor.

The manager shall be satisfactory to the Director and shall not be changed except for good reason and only then after consultation and agreement with the Director.

The manager shall represent the Contractor for the Work and directions given to him by the Director shall be held to have been given to the Contractor.

(b) Labour

The Director may request the Contractor to suspend, discharge or take other disciplinary action against any of his company principles, managers, supervisors, employees or agents involved in performing the Works or providing the service required under this Contract for any one or more of the following which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee or agent is performing any Work or service under this Contract:

- i) Intoxication
- ii) Use of foul, profane, vulgar or obscene language.
- iii) Solicitation of gratuities or tips from any person for services performed under this Contract.
- iv) Refusal to handle Residential Organics.
- v) Wanton or malicious damage or destruction of private or public property.
- vi) Wilful, negligent or reckless action in disregard of transportation, environmental or health and safety requirements or regulations.
- vii) Any action which may constitute a public nuisance or disorderly conduct or be construed as abusive behaviour or be considered a threat to the public or public relations.
- viii) Any conviction under the *Criminal Code of Canada* or the *Offense Act of British Columbia* of any employee or agent of the Contractor for an act done in the course of his performance of work under this Contract.

The Contractor shall comply forthwith with each such request and shall satisfy the Director that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with work or service under this Contract.

9. LANDS REQUIRED BY CONTRACTOR

The Contractor shall provide the lands for the storage of its equipment and materials.

10. ASSIGNMENT OF CONTRACT

Neither party shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portions thereof, or his right, title, or interest herein, or his obligations thereunder without written consent of the other party, except for an assignment to a bank of the payments to be received hereunder.

11. SUSPENSION OF WORK BY OWNER

The Owner may at any time suspend the Work, or any portion thereof, provided it gives the Contractor two (2) days written notice of suspension.

(a) If the Contractor should:

- i) refuse or fail to supply sufficient properly skilled workmanship, materials and equipment for the scheduled performance of the Work, or

- ii) fail or neglect to properly carry out Work as set in the Specifications, then:

the Owner may notify in writing the Contractor and its Financial Institution, which issued the Performance Guarantee, that the Contractor is in default of its contractual obligations and instruct it to correct the default within five (5) calendar days.

- (b) If the correction of the default cannot be completed within the five (5) calendar days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if it:
 - i) commences the correction of the default within the specified time; and in addition
 - ii) provides the Owner with a schedule for such correction acceptable to the Owner; and
 - iii) completes the correction in accordance with such schedule.

(c) The provisions of (a) or (b) notwithstanding, Missed Pick-ups and Late Put-outs shall be regulated under Section 16 of the Specifications.

(d) If the Contractor fails to comply with the provisions of (a), (b) or (c), the Owner may, without prejudice to any other right or remedy, correct such default and deduct the cost thereof from the payment then or thereafter due to the Contractor.

12. OWNER'S TERMINATION OF THE CONTRACTOR'S RIGHTS

The Owner will have the right to terminate the Contractor's right to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of the creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Owner giving notice thereof.

If at any time the Director is of the opinion and so states in writing to the Contractor that the Contractor:

- (a) has failed to commence work or to recommence work after a suspension within the time specified in the Contract Documents;
- (b) has failed or is failing to use diligence or has failed to comply with the instructions of the Director to expedite his work or is otherwise failing to make such progress with the Work as is necessary to ensure the completion of the Work or any part thereof in the time specified in the Contract Documents;
- (c) has failed or is failing to supply enough competent workers, management or suitable materials and equipment; or
- (d) has become in any way unable to carry on the Work or any part thereof;

the Owner may give notice in writing to the Contractor of such opinion and requiring that such default or defaults be remedied forthwith. If, within five (5) calendar days of such notice, such default or defaults are not remedied to the satisfaction of the Director, the Owner may terminate the Contractor's right to perform further the Work under the Contract. Such termination shall be effective immediately.

Upon such termination, the Owner may employ such means as it sees fit to complete the Works. In such cases:

- (a) The Contractor shall have no claim for any further payment in respect of Work performed, but shall be liable for all damages and expenses which may be suffered by the Owner by reason of such default or delay, or the non-completion by the Contractor of the Work;
- (b) No objection or claim shall be raised or made by the Contractor by reason of or on account of the ultimate cost of the Works so taken over for any reason proving greater than, in the opinion of the Contractor, it should have been;
- (c) All rights, proprietary or otherwise, licences, powers, and privileges, whether relating to or affecting real or personal property, acquired, possessed, or provided by the Contractor for the purposes of the Work under the provisions of this Contract will become or remain and be the property of the Owner for all purposes incidental to the completion of the Work and may be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the Works as they might therefore have been used, exercised and enjoyed by the Contractor; and
- (d) The Owner may forthwith enter into possession of all the Contractor's equipment used in the execution of the Work and may use the same in any way it sees fit in order to complete the Works without the Owner being in any way liable for damage or any other cost in connection with such use by the Owner. Upon completion of the Work, such equipment may be returned to the Contractor or may be sold by the Owner and the net proceeds of such sale credited to the Contractor's account.

If the Contractor's right to perform the Work is terminated in accordance with the provisions of this clause, the Contractor shall not be entitled to receive any further payment until the Work is completed.

Upon completion of the Work the Director shall determine:

- (a) The amount which would have been due to the Contractor under the Contract if all of the Work had been performed by him; and
- (b) The costs and expense borne by the Owner in completing the Work and any damages.

The Contractor shall be entitled to receive the balance of the Contract Price less such costs and expense, or if such costs and expense exceed such price, the Contractor shall pay the amount of such excess to the Owner on demand.

The Owner shall have the option, under the provisions of this Article, to be exercised in its absolute discretion, to terminate the right of the Contractor to perform any part or parts of the Work and to permit the Contractor to continue to perform the rest of the Work. All the provisions of this Article shall apply to such part or parts with such modifications as the circumstances may require.

13. CONTRACTOR'S TERMINATION OF THE CONTRACT

The Contractor shall have the right to terminate the Contract for any of the following reasons:

- (a) In the event of any order of any court or other public authority, other than the Owner, causing the Work to be stopped or suspended, and when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, his agent or servants.
- (b) In the event that the Owner fails to pay, except as provided in the Contract Documents, any sum certified by the Director within ninety (90) days from the due date of payment, and

fails to remedy such default within thirty (30) days of the Contractor's written notice to do so.

In either event, the Contractor will receive from the Owner payment for all Work performed and losses sustained in respect of any materials. For termination under (a) above, the Owner will not be liable for any such loss of anticipated profits, damages or expenses incurred by the Contractor as a result of such stoppage or suspension, but under (b) above, the Contractor will be paid for loss of profits, damages and expenses. Such termination shall be effective upon the Contractor giving notice thereof.

The amount due to the Contractor for work performed and losses sustained shall be determined by the Director and certified by him to the Contractor and to the Owner.

14. SEPARATE CONTRACTS

The receiving for transfer and the receiving for composting of Residential Organics will be conducted under a separate contract(s) between the Owner and an approved Designated Facility(ies).

15. SUBCONTRACTS

The subcontractors named in the Tender Form, and others as may be approved by the Director following execution of the Contract, shall not be changed nor shall additional subcontractors be employed except with the written approval of the Director. The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by himself. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor to the terms of the Contract Documents.

The subcontracts shall contain a provision that the Certificate of Completion of the Work by the subcontractor shall be binding on the Contractor and the subcontractor.

16. ORAL AGREEMENTS

No oral instruction, objection, claim or notice by any party to the other shall affect 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 a waiver or modification thereof in writing and agreed to by the parties to the Contract.

17. NON-WAIVER

Any failure by the Owner or the Director at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the Owner or the Director at any time to avail itself or himself of such remedies as it or he may have for any breach of such terms or conditions.

No provision in the Contract which imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor shall restrict the general or other responsibilities or liabilities of the Contractor in any way.

18. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract, the Owner may, without notice and without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by the Owner in correcting deficiencies shall be paid by the Contractor or claimed through the Performance Guarantee or may be deducted from monies payable to the Contractor.

19. PERSONNEL

All workers must have sufficient qualifications, knowledge, skill and experience to perform properly the work assigned to them. Any company principle, manager, supervisor or foreman or worker or other representative employed by the Contractor or subcontractor who, in the opinion of the Director, does not perform his work in a skillful manner, or appears to be incompetent or to act in a threatening, abusive, pejorative, disorderly or intemperate manner shall, at the written request of the Director, be removed from the Work immediately and shall not be employed again in any portion of the Work without the approval of the Director.

20. WORKERS' COMPENSATION INSURANCE

Prior to commencing the Work and prior to receiving payment on completion of the Work, the Contractor shall provide evidence of compliance with the requirements of the *Workers' Compensation Act*, including payments due thereunder by statutory declaration in the same form as set out in Article 32.

At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his subcontractors.

21. INDEMNITY

The Contractor shall release, save harmless and indemnify the Owner and its directors, officers and employees, servants, agents and the Director from and against all claims, actions, costs, expenses, judgements, damages, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, which the Owner or any other person, partnership or corporation may have or incur and which arises out of or in connection with any act or omission or alleged act or omission of the Contractor, his agents, employees or subcontractors in the execution of the Work and otherwise in the performance of or failure to perform the Contract.

22. BID SECURITY

Submissions shall be accompanied by a Bid Security in the form of a Bid Bond, Letter of Credit or Certified Cheque issued in the name of the Corporation of the District of Oak Bay in the amount of ten percent (10%) of the First Year Tendered amount. If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid security will be immediately forfeited to the District. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror receives notice from the District. Proposals submitted without a bid security will be rejected.

The Letter of Credit shall be an irrevocable Commercial Letter of Credit and be issued by a Canadian bank or other Financial Institution licensed to conduct business in the Province of British Columbia or Canada. The Bid Security Certified Cheque shall be in the form of a certified cheque issued by a Canadian bank or other Financial Institution licensed to conduct business in the Province of British Columbia or Canada.

23. PERFORMANCE GUARANTEE

Submissions shall be accompanied by the form letter "Undertaking of Surety – Performance Bond" indicating the willingness of the Guarantee Company to issue such a Bond. To ensure the faithful execution of this Contract, the Contractor shall provide the Owner with the following bond at the time of execution of the Contract: An automatically renewing yearly Performance Bond in the amount of ONE HUNDRED (100%) PERCENT of the First Year contract amount covering the faithful performance of the Contract. The above bonds must be issued by a surety company licensed to conduct business in the Province of British Columbia.

Notwithstanding anything contained elsewhere in the Contract Documents, the Owner shall not be required to make any payment whatever to the Contractor until the Performance Guarantee has been delivered to the Owner.

24. PATENTS AND ROYALTIES

The Contractor shall pay all royalties and licence fees with respect to and shall assume the defence of and indemnify the Owner and the Director, their employees, officers and agents from all claims relating to inventions, copyrights, trademarks or patents used in doing the Work.

25. PERMITS AND REGULATIONS

The Contractor shall, at his own expense, procure all permits, certificates and licences required for the performance of the Work and shall comply with all federal, provincial and local laws, regulations and bylaws affecting the execution of the Work, save insofar as the Contract

26. SAFETY REQUIREMENTS

The Contractor shall comply with the provisions and amendments thereto of the *Workers' Compensation Act* of the Province of British Columbia, the WorkSafe BC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional and municipal laws, Owner's policies and procedures, ordinances, codes and regulations. Where any of these are in conflict the more stringent shall be followed.

The Contractor is responsible for all functions related to the coordination of the health and safety activities at the job site in accordance with the *Workers' Compensation Act* and WorkSafe BC Occupational Health and Safety Regulation and the amendments thereto. This requirement shall apply during the Contract period and not be limited to normal working hours.

Throughout the duration of the project the Contractor will ensure that all workers on site are complying with *Workers' Compensation Act* and WorkSafe BC Occupational Health and Safety Regulation. This will include periodic inspections of the workplace and follow through with documentation of actions taken.

The Contractor will ensure a copy of the site-specific safety program, written procedures designed to protect the health and safety of workers at the site, and the *Workers' Compensation Act* and WorkSafe BC Occupational Health and Safety Regulation are available on site.

The Contractor will ensure that the person who is appointed as the Workplace Safety Coordinator is qualified, by reason of a combination of training, education and experience, to perform the required duties effectively.

The Contractor will alert all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

27. EMERGENCIES

The Director has authority in an emergency to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure the safety of life or properties. This includes authority to make changes in the Work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his opinion be necessary. The Director shall within two (2) working days confirm in writing any such instructions. In such a case if work has been performed under direct order of the Director, the Contractor shall keep his right to claim the value of such work.

28. NOTICE TO PROCEED

Following the execution of the Contract by the Contractor and the provisions of the required performance guarantee, insurance policies and Workers' Compensation Insurance, a written Notice to Proceed with the Work will be given to the Contractor by the Owner. The Contractor shall begin work on the day identified in the Notice to Proceed and shall proceed with the work regularly and without interruption thereafter, unless otherwise directed in writing by the Director or Owner.

29. CHANGES IN THE WORK

The Owner, 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. No change shall be undertaken by the Contractor without written order of the Director except in an emergency endangering life or property, as described in Article 27, and no claims for additional compensation shall be valid unless the change was so ordered. No payment for extra work or changes in the Contract will be entertained by the Owner unless a "Change Order" form is completed and signed by the Director and Contractor.

If, in the opinion of the Director, such changes affect the Contract amount, this will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount and the method of determining such value shall be decided by the Director. The Director will use one (1) or more of the following methods in deciding such value:

- (a) by unit prices or combinations of unit prices in the Financial Proposal;
- (b) by unit prices submitted by the Contractor and accepted by the Owner;
- (c) by lump sum submitted by the Contractor and accepted by the Owner;
- (d) on a force account basis as specified in Article 30.

If the Contractor and the Owner cannot agree on the method of determining such value, the Director shall decide and certify the unit prices or lump sum to be used which are or is in his opinion fair and reasonable to both parties and his decision shall be final, subject only to Article 39.

30. FORCE ACCOUNT WORK

Compensation for work done on a force account basis shall be made as follows:

- (a) Force account rates for personnel and equipment as specified in the Schedule of Prices and Quantities will form the basis of payment to the Contractor. Overhead and profit shall be included in the Contractor's and subcontractor's force account rates.
- (b) On subcontract labour and equipment, the Contractor will be paid the proper bill from the subcontractor performing the Work, at the force account rates specified in the Tender Form, plus ten percent (10%) thereof as his fee.
- (c) The cost of the work done each day shall be submitted to the Director by the Contractor in a satisfactory form on each succeeding day after force account work is carried out and shall be approved or adjusted by the Director. No claim for compensation for extra work or materials shall be considered or allowed unless such report shall have been made or the Director shall have extended the time for such reports or released the Contractor therefrom. The submission to, or acceptance or approval by, the Director of daily force account cost records shall not at any time be deemed to be an admission that the work is properly chargeable to force account.

31. PAYMENT FOR WORK

(a) General

The Owner shall pay to the Contractor, in lawful money of Canada, for the performance of the Contract, the amounts determined for the work completed at the unit price tendered for the various items of work appearing in the Schedule of Prices, hereinafter referred to as the Schedule, subject to the adjustments and conditions provided herein; in the Form of Agreement; in the General Conditions of the Contract; in the Specifications and in the other Contract Documents.

Any work called for in the Specifications or shown or implied or necessary for the completion of the Work called for in the Specifications, which is not specifically listed as a separate item in the Schedule, shall be deemed incidental to the general purpose of the Contract and no separate payment shall be made on account of any such work, but the cost of any such work shall be included in the tendered unit prices for the various items of work appearing in the Schedule.

(b) Method of Payment

The Corporation of the District of Oak Bay will pay the Contractor for the work completed in accordance with the Contract in the previous month as follows:

i) Payment to the Contractor

Upon receipt of the required back-up documentation confirming that the Residential Organics have been delivered and received at the Owner's approved Designated Facility, payment will be calculated by multiplying the number of Units by one twelfth (1/12) of the tendered price listed in the Schedule of Prices;

ii) Annual Adjustments

The Prices for the collection of Residential Organics shall be increased semi-annually thereafter on the 1st day of January and 1st day of July of each term, commencing 01 January 2021, according to the following formula:

Tendered or previous price + Percentage increase of those indices of the semi-annual Average Consumer Price Index for Victoria listed below in the proportions listed below, of the six (6) months immediately preceding the date for which the fee rate is being adjusted. If the percentage change is zero (0) or less than zero (0), the fee payable to the Contractor will not be adjusted and will remain the same as in the previous period.

The formula for the adjustments will be (0.40 LI + 0.60 FI)

Where:

- a) LI (the labour index) means the Consumer Price Index for Victoria B.C. "<https://www2.gov.bc.ca/gov/content/data/statistics/economy/consumer-price-index> - Twelve Month averages and percent change to (month year) "Victoria"
- b) FI (the fuel index) means "Natural Resources Canada:Energy Sector:Energy Sources: Petroleum Products and Crude Oil Prices: Daily Average Retail Prices for Diesel for Victoria B.C." http://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cf m?productID=5&locationID=3&frequency=D&priceYear=2020&Re display=

32. STATUTORY DECLARATIONS

The Contractor shall, prior to receiving payment on each progress certificate, provide to the Owner a Statutory Declaration stating that "all employees, sub-contractors and suppliers used in connection with the Work have been fully paid and satisfied by the Contractor, and that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's lands or against any materials or equipment for work done under the Contract."

The Form of the Statutory Declaration shall be as laid out herein:

STATUTORY DECLARATION

IN THE MATTER OF:

(Enter Contract Name and Number)

TO WIT:

I, _____
(Contractor to fill in name and company address)

in the Province of British Columbia do solemnly declare

1. That I am _____
(Official Position with the company and name of company)
and as such have personal knowledge of the facts hereunder declared.

2. That all employees, subcontractors and suppliers used in connection with the Work have been fully paid and satisfied by the Contractor, and that all fees and assessments have been paid or are in good standing for the month end _____, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's Lands or against any Materials or Equipment used in connection with the Work or work done under the Contract.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME AT THE
_____ of)
)
_____ in)
the Province of British Columbia, on this)
)
) Signature of Contractor's
) Authorized Representative
day of _____, 20____)
)
A Commissioner for taking Affidavits for)
British Columbia)

33. PAYMENT WITHHELD

Upon receipt of a certificate in writing from the Director stating that, in his opinion, justification exists and stating the basis and the amount of such deduction, the Owner may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:

- (a) That the Contractor has failed to perform the Work in accordance with the Contract.
- (b) That the Contractor is failing to make prompt payments as they become due to Subcontractors or for equipment, labour or supplies.
- (c) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed in connection with the Work.
- (d) That the Contractor has not submitted a Statutory Declaration for each monthly progress payment in the form required under the Contract.
- (e) That the Work is interrupted due to strikes, lockouts or any other labour dispute.

Where subcontractors or suppliers of materials, equipment or labour are not receiving prompt payment, the Owner may make payment to such subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

34. LIENS

The Contractor shall remove or cause to be removed all claim of lien or liens filed or registered against the lands and premises on which the Work is being performed which claim of lien or liens arise out of anything done or to be done under the Contract. Such removal shall be effected by the Contractor forthwith upon demand by the Owner or the Director.

Notwithstanding anything elsewhere contained in the Contract Documents, the Contractor shall indemnify and hold harmless the Owner from all demands, damages, costs, losses and actions arising in any way out of claims of lien or liens which arise out of anything done or to be done under the Contract whether the lien period binding on the Contractor has expired or not.

The obligations imposed on the Contractor by the provisions of this Article 34 shall not extend to claims of lien or liens properly and lawfully filed by the Contractor himself.

35. FINAL PAYMENT

The final payment certificate will be prepared following the issuance of the Notice of Expiration. The Director will review with the Contractor all work quantities and all claims and demands of the Contractor for extra work in connection with the Contract. The final payment certificate will show the total amount of the payment due to the Contractor.

36. INSURANCE

(a) The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Owner with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

i) Commercial General Liability Insurance

- The Contractor shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations; and
- this insurance shall be an all risk, occurrence based policy with a THREE MILLION DOLLAR (\$3,000,000.00) minimum limit on an occurrence basis; and
- coverage shall include loading and unloading of vehicles; and
- the Owner shall be named as additional insured; and
- this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- all such policies shall provide that no cancellation or material alteration in the policy shall become effective until FIFTEEN (15) CALENDAR DAYS after written notice of such cancellation, or alteration has been given to the Owner; and
- the Contractor shall provide the Owner with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

ii) Automobile Insurance

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence in respect of each and every vehicle owned and/or operated by the Contractor in connection with this agreement.

iii) Property/Equipment Insurance

- If applicable, the Contractor agrees to provide all risk property insurance, in a form acceptable to the Owner, inclusive of fire, theft and flooding in respect of the Contractor's personal property and all machinery, equipment, property and improvements owned or installed by the Contractor on the worksite;
- risk and equipment insurance on the Owner's supplied equipment; and
- this policy shall contain a waiver of subrogation clause in the favour of the Owner.

(b) The Contractor shall require that each of his subcontractors provide evidence of comparable insurance in the name of the subcontractor to that set forth under this schedule.

- (c) Any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the Owner.
- (d) Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.
- (e) The Owner may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

37. GOODS AND SERVICES TAX (GST)

Federal law states that a five percent (5%) GST tax shall be paid on all goods and services. The Contractor is required to identify these taxes on all invoices and the Owner is liable to pay the amount of these taxes to the Contractor.

38. NORMAL HOURS OF WORK

The normal hours of work collection shall be between the hours of 7:30 am and 4:30 pm, Monday through Friday, excluding statutory holidays listed below. Supervisory personnel will be provided by the District between the hours of 8:00 am and 4:30 pm, Monday through Friday. If the Contractor elects to work outside these hours, he must first make arrangements to do so with the Director.

News Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

39. DISPUTE RESOLUTION

The Director shall, in the first instance, be the sole interpreter of the Contract in the event of any dispute or misunderstanding between the Owner and the Contractor in relation to the stipulations and provisions of this Contract or to the manner and performance of the whole or any part of the Contract by either of the parties. The parties agree that, both during and after the performance of their responsibilities under this Agreement, each of them shall:

- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

Should the Contractor not agree with the decisions of the Director in any such dispute, the parties shall request mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules. It is the intention of the Owner that a mediator, agreeable to both the Contractor and the Owner, shall be appointed prior to the award of this contract.

If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, the dispute shall be referred to and finally

resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules.

In the absence of any written agreement otherwise, the place of arbitration shall be Victoria, British Columbia.

The Contractor shall not cause a delay of the Work while the arbitration proceedings are pending or in progress.

No action at law shall be commenced by either the Contractor or the Owner unless both the Contractor and the Owner agree to waive the arbitration proceedings, but arbitration shall not preclude final recourse to action at law.

The cost of mediation or arbitration shall be borne equally by the Owner and the Contractor.

40. DUTY OF CARE

The Contractor acknowledges that the Owner, in the preparation of the Contract documents, supply of oral or written information to Tenderers, review of tenders or the carrying out of the Owner's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the Owner in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, supply of oral or written information to Tenderers, review of tenders or the carrying out of the Owner's responsibilities under the Contract.

41. FORCE MAJEURE

The Owner and the Contractor shall release each other of damages and liabilities for failure to observe or perform its obligations under this agreement, if such failure is caused by Force Majeure.

42. DISPUTED WORK

If, in the opinion of the Contractor, he is being required to perform work beyond that which the Contract requires him to do, whether at the direction of the Director or otherwise, he shall within five (5) days of first performing the Work, deliver to the Director a written Notice of Protest in the form prescribed below prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of the direction of the Director or the time at which the Contractor determines that he is required to perform such work, whichever occurs first.

The Contractor shall keep accurate and detailed cost records indicating the cost of the work done under protest, and failure to keep such records shall be a bar to any recovery.

NOTICE OF PROTEST

DATE:

TO: The Director

FROM: The Contractor
RE: Contract SW-01-2020

You have required me to perform the following work which is beyond the scope of the Contract:

(Set out details of work)

The additional cost and claim for this work is as follows:

(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records shall be a bar to any recover by me.

43. INTERPRETATION

All the terms and conditions contained in this Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and in the event of more than one person being the Contractor, the said terms and conditions shall be several as well as joint.

APPENDIX "F"

RESIDENTIAL ORGANICS

Materials Accepted for Collection

Food Waste

- Fruits and vegetables
- Meat and meat by-products
- Dairy products
- Baked goods
- Cereal, grains, pasta, pizza
- Bones and egg shells
- Coffee grounds, filters and tea bags
- Nuts and shells
- Fats, oils and grease

Paper Products

- Soiled paper towels, tissues
- Soiled paper food packaging
- Soiled paper plates and cups

Other

- Houseplants, cut and dried flowers
- Certified compostable material such as wooden stir sticks and cutlery
- Any other organic material(s) designated by the Director

APPENDIX "G"
ROUTE MAPS

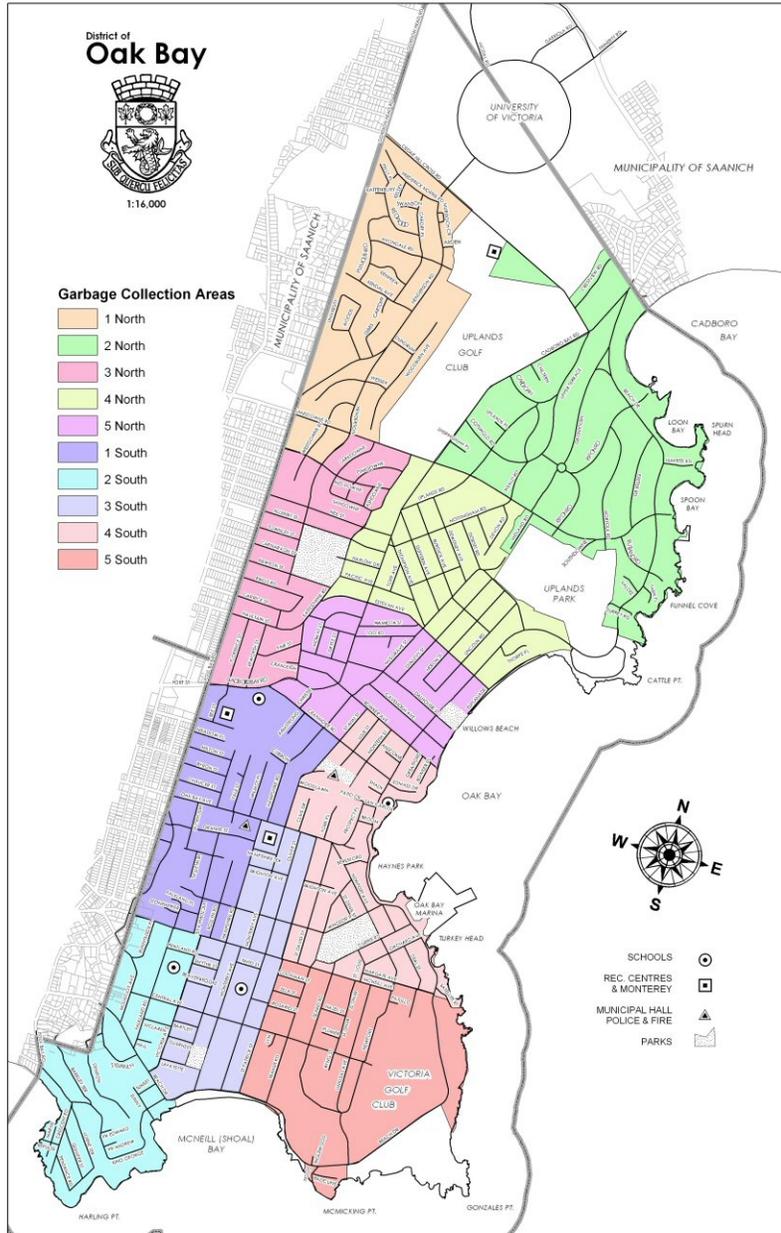
District of
Oak Bay



1:16,000

Garbage Collection Areas

- 1 North
- 2 North
- 3 North
- 4 North
- 5 North
- 1 South
- 2 South
- 3 South
- 4 South
- 5 South



2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 1-N

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	6	7	8	9	10	11	5	●6	7	8	9	10	11
12	●13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	●20	21	22	23	24	25
26	●27	28	29	30	31		26	27	28	29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	③	●4	5	6	7	8
9	●10	11	12	13	14	15	9	10	11	12	13	14	15
16	①7	18	19	20	21	22	16	17	●18	19	20	21	22
23	24	●25	26	27	28	29	23	24	25	26	27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1						
8	9	●10	11	12	13	14	6	⑦	8	9	10	11	12
15	16	17	◆18	19	20	21	13	14	15	●16	17	18	19
22	23	●24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	●30			

APRIL ~ 2020							OCTOBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2	3
5	6	●7	8	9	⑩	11	4	5	6	7	8	9	10	
12	⑬	14	15	16	17	18	11	⑫	13	14	●15	16	17	
19	20	21	22	●23	24	25	18	19	20	21	22	23	24	
26	27	28	29	30			25	26	27	28	●29	30	31	

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	●7	8	9	8	9	10	⑪	12	●13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	⑱	19	20	21	●22	23	22	23	24	25	26	●27	28
24	25	26	27	28	29	30	29	30					
31													

JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	●5	6				1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	●11	12	
14	15	16	17	18	●19	20	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	20	21	22	23	24	⑳	㉑	
28	29	30					27	⑳	●㉑	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 1-N

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	2	3
3	4	5	6	7	8	9	4	5	6	●7	8	9	10
10	11	12	●13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	●21	22	23	24
24	25	26	●27	28	29	30	25	26	27	28	29	30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	②	3	4	●5	6	7
7	8	9	●10	11	12	13	8	9	10	11	12	13	14
14	⑬	16	17	18	19	20	15	16	17	18	●19	20	21
21	22	23	24	●25	26	27	22	23	24	25	26	27	28
28							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6		1						
7	8	9	10	●11	12	13	5	⑥	7	8	9	10	11
14	15	16	◆17	18	19	20	12	13	14	15	16	●17	18
21	22	23	24	●25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		

APRIL ~ 2021							OCTOBER ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					②	3							①	2
4	⑤	6	7	8	9	10	3	4	5	6	7	8	9	
11	●12	13	14	15	16	17	10	⑪	12	13	14	15	16	
18	19	20	21	22	23	24	17	●18	19	20	21	22	23	
25	●26	27	28	29	30		24	25	26	27	28	29	30	
							31							

MAY ~ 2021							NOVEMBER ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			●1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	⑪	12	13	
9	●10	11	12	13	14	15	14	15	●16	17	18	19	20	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	
23	⑳	●㉑	26	27	28	29	28	29	●30					
30	31													

JUNE ~ 2021							DECEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5					1	2	3	4
6	7	●8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	●14	15	16	17	18
20	21	●22	23	24	25	26	19	20	21	22	23	⑳	㉑
27	28	29	30				⑒	㉓	28	29	●30	31	

SEE OVER

THIS IS A BI-WEEKLY CURBSIDE TOTE COLLECTION SERVICE

All information subject to change. Please go to www.oakbay.ca for the most up to date information.

All recyclables, garbage and kitchen scraps must be at the curbside by 7:30 am on the day of your pickup.

Basic Entitlement for Each collection day:

One (1) wheeled grey 140 litre regulation garbage container per collection day. One wheeled blue 140 litre regulation recycle container for newspaper, mixed paper, flyers, magazines, cereal boxes, laundry soup boxes, greeting cards, paper egg cartons. One wheeled green 132 litre regulation kitchen scraps container per collection day for fruit and vegetable scraps, food leftovers, meat bones, dairy products, egg shells, bread, cereal, baked goods, and soiled paper products such as towels and paper plates. **NOTE: All contents must be in "COMPOSTABLE" bags. Bags are available at most local grocer, hardware stores and public works.**

CRD Blue Box: Each household minimum 2 blue boxes, **1st Box** = glass containers only **2nd Box** = metal, rigid plastic containers, including yogurt and margarine containers, shampoo and liquid soap bottles, cleaning product containers, plastic and metal lids, rigid plastic packaging from consumer goods, food packaging, empty cd and cassette cases, polycoated containers, cartons gable top and tetra pack containers (drink, juice, soup, milk and milk substitutes).

Corrugated Cardboard: and clean pizza boxes may be bundled with string / twine and put along side the blue box. Maximum bundle size 90cm x 45cm x 20cm (36" x 18" x 18").

EXTRA ENTITLEMENT FOR GARBAGE

One (1) additional 140 litre regulation garbage container OR two (2) additional 72 litre containers may be collected each collection day with the appropriate number of garbage tickets.

140 litre container = 5 tickets

OR

1st 72 litre container = 2 tickets

2nd 72 litre container = 3 tickets

PROHIBITED MATERIALS

Dead animals, animal feces, rocks, hypodermic needles, liquids containing toxic compounds, diapers, grass, leaves or yard trimmings, building refuse, drywall, antifreeze, car batteries, corrugated cardboard, appliances, directories, tires, scrap metal and electronics. Damp or wet materials must be drained, wrapped and sealed.

Please see

<http://www.crd.bc.ca/waste/hartland/prohibited.htm>

Crews have the right to refuse service.

DUMPING AT THE MUNICIPAL YARD - 1771 ELGIN ROAD

8:00 am - 4:30 pm weekdays (excluding holidays)

8:00 am - 3:00 pm Saturdays (excluding holidays)

Residents with a valid decal (issued at Public Works Office) affixed to their vehicle windshield may deposit into the appropriate bins:

- House hold garbage - securely fastened in plastic bags
- Yard trimmings, grass, leaves - branches max 3ft in length 3" in diameter
- Leftover paint, empty paint cans
- Cardboard, flattened
- Metal items, (excluding fridges and freezers)
- Batteries, household, car
- Propane tanks
- Used motor oil
- Glass, clear and colored
- Plastic bags and overwrap
- Foam packaging, white and colored
- Mixed Paper
- Plastics

No wood or building materials.

No furniture, toilets, mattresses or tires.

PLEASE BE PREPARED TO PROVIDE PROOF OF RESIDENCE IF REQUESTED. For a complete detailed listing view www.RecyclingInBC.ca

LEAF COLLECTION SERVICE (www.oakbay.ca for map)

Starting on or about Oct. 26 residents may place leaves on the boulevard, not on the roadway. Leaves placed on the roadway block street drains. Properties placing leaves on roadway are subject to a fine. Note: this program is for leaves only and ends Dec.19!

FREE GARDEN REFUSE COLLECTION

March 16, 2020 - March 20, 2020

March 15, 2021 - March 19, 2021

All garden refuse to a **maximum** volume of 3 cubic metres per property in total must be placed on the boulevard by 8:00 a.m. on the day of your pickup. Material must not exceed 5' in length and 3" in diameter. Material may be placed loose, not in plastic bags. No stumps, wood, rocks or soil.

NOTE: material may be placed on boulevard maximum 10 days prior to pickup. **THERE WILL BE NO CALLBACKS.**

See: www.oakbay.ca for schedule, updates/changes to the leaf collection

HELPFUL PHONE NUMBERS:

Oak Bay Public Works	250 598-4501
Municipal Hall	250 598-3311
Parks/Boulevards/Sprinklers/Trees	250 592-7275
CRD Recycling Hotline	250 360-3030
After Hours Emergency	250 592-9121

Emterra Environmental:

(Recycle / Organic Kitchen pickup)	250 385-4399
Blue Box sales	250 385-4399

2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 1 - S

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	●6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	●13	14	15	16	17	18
19	●20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	●27	28	29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	●3	4	5	6	7	8	2	③	4	5	6	7	8
9	10	11	12	13	14	15	9	10	●11	12	13	14	15
16	①7	●18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	●25	26	27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	●3	4	5	6	7				1	2	3	4	5
8	9	10	11	12	13	14	6	⑦	8	●9	10	11	12	
15	◆16	●17	18	19	20	21	13	14	15	16	17	18	19	
22	23	24	25	26	27	28	20	21	22	●23	24	25	26	
29	30	●31					27	28	29	30				

APRIL ~ 2020							OCTOBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3
5	6	7	8	9	⑩	11	4	5	6	●7	8	9	10
12	⑬	14	15	●16	17	18	11	⑫	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	●22	23	24
26	27	28	29	●30			25	26	27	28	29	30	31

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	●5	6	7
3	4	5	6	7	8	9	8	9	10	⑪	12	13	14
10	11	12	13	●14	15	16	15	16	17	18	19	●20	21
17	⑱	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	●29	30	29	30					

JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6				1	2	3	●4	5
7	8	9	10	11	●12	13	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	13	14	15	16	17	●18	19	
21	22	23	24	25	●26	27	20	21	22	23	24	⑳	㉑	
28	29	30					27	⑳	29	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 1 - S

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	2	3
3	4	5	●6	7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	●14	15	16	17
17	18	19	●20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	●28	29	30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	●3	4	5	6	1	②	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	●12	13	14
14	⑮	16	17	●18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	●26	27	28
28							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	●4	5	6					1	2	3	4
7	8	9	10	11	12	13	5	⑥	7	8	9	●10	11
14	◆15	16	17	●18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	●24	25
28	29	30	31				26	27	28	29	30		

APRIL ~ 2021							OCTOBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				①	②	3						1	2
4	⑤	6	7	8	9	10	3	4	5	6	7	●8	9
11	12	13	14	15	16	17	10	⑪	12	13	14	15	16
18	●19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	●25	26	27	28	29	30
							31						

MAY ~ 2021							NOVEMBER ~ 2021											
S	M	T	W	T	F	S	S	M	T	W	T	F	S					
						1							1	2	3	4	5	6
2	●3	4	5	6	7	8	7	●8	9	10	⑪	12	13					
9	10	11	12	13	14	15	14	15	16	17	18	19	20					
16	●17	18	19	20	21	22	21	22	●23	24	25	26	27					
23	⑳	25	26	27	28	29	28	29	30									
30	31																	

JUNE ~ 2021							DECEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		①	2	3	4	5				1	2	3	4
6	7	8	9	10	11	12	5	6	●7	8	9	10	11
13	14	●15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	●21	22	23	⑳	㉑
27	28	●29	30				⑳	㉑	28	29	30	31	

SEE OVER

THIS IS A BI-WEEKLY CURBSIDE TOTE COLLECTION SERVICE

All information subject to change. Please go to www.oakbay.ca for the most up to date information.

All recyclables, garbage and kitchen scraps must be at the curbside by 7:30 am on the day of your pickup.

Basic Entitlement for Each collection day:

One (1) wheeled grey 140 litre regulation garbage container per collection day. One wheeled blue 140 litre regulation recycle container for newspaper, mixed paper, flyers, magazines, cereal boxes, laundry soap boxes, greeting cards, paper egg cartons. One wheeled green 132 litre regulation kitchen scraps container per collection day for fruit and vegetable scraps, food leftovers, meat bones, dairy products, egg shells, bread, cereal, baked goods, and soiled paper products such as towels and paper plates. **NOTE: All contents must be in "COMPOSTABLE" bags. Bags are available at most local grocer, hardware stores and public works.**

CRD Blue Box: Each household minimum 2 blue boxes, **1st Box** = glass containers only **2nd Box** = metal, rigid plastic containers, including yogurt and margarine containers, shampoo and liquid soap bottles, cleaning product containers, plastic and metal lids, rigid plastic packaging from consumer goods, food packaging, empty cd and cassette cases, polycoated containers, cartons gable top and tetra pack containers (drink, juice, soup, milk and milk substitutes).

Corrugated Cardboard: and clean pizza boxes may be bundled with string / twine and put along side the blue box. Maximum bundle size 90cm x 45cm x 20cm (36" x 18" x 18").

EXTRA ENTITLEMENT FOR GARBAGE

One (1) additional 140 litre regulation garbage container OR two (2) additional 72 litre containers may be collected each collection day with the appropriate number of garbage tickets.

140 litre container = 5 tickets

OR

1st 72 litre container = 2 tickets

2nd 72 litre container = 3 tickets

PROHIBITED MATERIALS

Dead animals, animal feces, rocks, hypodermic needles, liquids containing toxic compounds, diapers, grass, leaves or yard trimmings, building refuse, drywall, antifreeze, car batteries, corrugated cardboard, appliances, directories, tires, scrap metal and electronics. Damp or wet materials must be drained, wrapped and sealed.

Please see

<http://www.crd.bc.ca/waste/hartland/prohibited.htm>

Crews have the right to refuse service.

DUMPING AT THE MUNICIPAL YARD - 1771 ELGIN ROAD

8:00 am - 4:30 pm weekdays (excluding holidays)

8:00 am - 3:00 pm Saturdays (excluding holidays)

Residents with a valid decal (issued at Public Works Office) affixed to their vehicle windshield may deposit into the appropriate bins:

- House hold garbage - securely fastened in plastic bags
- Yard trimmings, grass, leaves - branches max 3ft in length 3" in diameter
- Leftover paint, empty paint cans
- Cardboard, flattened
- Metal items, (excluding fridges and freezers)
- Batteries, household, car
- Propane tanks
- Used motor oil
- Glass, clear and colored
- Plastic bags and overwrap
- Foam packaging, white and colored
- Mixed Paper
- Plastics

No wood or building materials.

No furniture, toilets, mattresses or tires.

PLEASE BE PREPARED TO PROVIDE PROOF OF RESIDENCE IF REQUESTED. For a complete detailed listing view www.RecyclingInBC.ca

LEAF COLLECTION SERVICE (www.oakbay.ca for map)

Starting on or about Oct. 26 residents may place leaves on the boulevard, not on the roadway. Leaves placed on the roadway block street drains. Properties placing leaves on roadway are subject to a fine. Note: this program is for leaves only and ends Dec.19!

FREE GARDEN REFUSE COLLECTION

March 16, 2020 - March 20, 2020

March 15, 2021 - March 19, 2021

All garden refuse to a **maximum** volume of 3 cubic metres per property in total must be placed on the boulevard by 8:00 a.m. on the day of your pickup. Material must not exceed 5' in length and 3" in diameter. Material may be placed loose, not in plastic bags. No stumps, wood, rocks or soil.

NOTE: material may be placed on boulevard maximum 10 days prior to pickup. **THERE WILL BE NO CALLBACKS.**

See: www.oakbay.ca for schedule, updates/changes to the leaf collection

HELPFUL PHONE NUMBERS:

Oak Bay Public Works	250 598-4501
Municipal Hall	250 598-3311
Parks/Boulevards/Sprinklers/Trees	250 592-7275
CRD Recycling Hotline	250 360-3030
After Hours Emergency	250 592-9121

Emterra Environmental:

(Recycle / Organic Kitchen pickup)	250 385-4399
Blue Box sales	250 385-4399

2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 2-N

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	6	7	8	9	10	11	5	6	●7	8	9	10	11
12	13	●14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	●21	22	23	24	25
26	27	●28	29	30	31		26	27	28	29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	③	4	●5	6	7	8
9	10	●11	12	13	14	15	9	10	11	12	13	14	15
16	①7	18	19	20	21	22	16	17	18	●19	20	21	22
23	24	25	●26	27	28	29	23	24	25	26	27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							
8	9	10	●11	12	13	14	6	⑦	8	9	10	11	12
15	16	17	18	◆19	20	21	13	14	15	16	●17	18	19
22	23	24	●25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30			

APRIL ~ 2020							OCTOBER ~ 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				1	2	3	4						①	2	3
5	6	7	●8	9	⑩	11	4	5	6	7	8	9	10		
12	⑬	14	15	16	17	18	11	⑫	13	14	15	●16	17		
19	20	21	22	23	●24	25	18	19	20	21	22	23	24		
26	27	28	29	30			25	26	27	28	29	●30	31		

MAY ~ 2020							NOVEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2	1	2	3	4	5	6	7
3	4	5	6	7	●8	9	8	9	10	⑪	12	13	14	
10	11	12	13	14	15	16	15	●16	17	18	19	20	21	
17	⑱	19	20	21	22	23	22	23	24	25	26	27	28	
24	●25	26	27	28	29	30	29	●30						

JUNE ~ 2020							DECEMBER ~ 2020																													
S	M	T	W	T	F	S	S	M	T	W	T	F	S																							
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7	●8	9	10	11	12	13	6	7	8	9	10	11	12																							
14	15	16	17	18	19	20	13	●14	15	16	17	18	19																							
21	●22	23	24	25	26	27	20	21	22	23	24	②5	②6																							
28	29	30					27	②8	29	●30	31																									

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 2-N

JANUARY ~ 2021							JULY ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					①	2						①	2	3
3	4	5	6	7	8	9	4	5	6	7	●8	9	10	
10	11	12	13	●14	15	16	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	18	19	20	21	●22	23	24	
24	25	26	27	●28	29	30	25	26	27	28	29	30	31	
31														

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	
7	8	9	10	●11	12	13	1	②	3	4	5	●6	7
14	⑬	16	17	18	19	20	8	9	10	11	12	13	14
21	22	23	24	25	●26	27	15	16	17	18	19	●20	21
28							22	23	24	25	26	27	28
							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							
7	8	9	10	11	●12	13	5	⑥	7	8	9	10	11
14	15	16	17	◆18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	●26	27	19	●20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		

APRIL ~ 2021							OCTOBER ~ 2021								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					①	2	3							1	2
4	⑤	6	7	8	9	10	3	●4	5	6	7	8	9		
11	12	●13	14	15	16	17	10	⑪	12	13	14	15	16		
18	19	20	21	22	23	24	17	18	●19	20	21	22	23		
25	26	●27	28	29	30		24	25	26	27	28	29	30		
							31								

MAY ~ 2021							NOVEMBER ~ 2021																													
S	M	T	W	T	F	S	S	M	T	W	T	F	S																							
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2	3	4	5	6	7	8	1	●2	3	4	5	6																								
9	10	●11	12	13	14	15	7	8	9	10	⑪	12	13																							
16	17	18	19	20	21	22	14	15	16	●17	18	19	20																							
23	②4	25	●26	27	28	29	21	22	23	24	25	26	27																							
30	31						28	29	30																											

JUNE ~ 2021							DECEMBER ~ 2021																													
S	M	T	W	T	F	S	S	M	T	W	T	F	S																							
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
6	7	8	●9	10	11	12	5	6	7	8	9	10	11																							
13	14	15	16	17	18	19	12	13	14	●15	16	17	18																							
20	21	22	23	24	②5	②6	19	20	21	22	23	②4	②5																							
27	②8	29	●30	31			②6	②7	28	29	30	●31																								

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2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 2-S

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	6	●7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	●14	15	16	17	18
19	20	●21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	●28	29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	●4	5	6	7	8	2	③	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	●12	13	14	15
16	①7	18	●19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	●26	27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	●4	5	6	7				1	2	3	4	5
8	9	10	11	12	13	14	6	⑦	8	9	●10	11	12	
15	◆16	17	●18	19	20	21	13	14	15	16	17	18	19	
22	23	24	25	26	27	28	20	21	22	23	●24	25	26	
29	30	31					27	28	29	30				

APRIL ~ 2020							OCTOBER ~ 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				①	2	3	4						1	2	3
5	6	7	8	9	⑩	11	4	5	6	7	●8	9	10		
12	⑬	14	15	16	●17	18	11	⑫	13	14	15	16	17		
19	20	21	22	23	24	25	18	19	20	21	22	●23	24		
26	27	28	29	30			25	26	27	28	29	30	31		

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2	1	2	3	4	5	●6	7
3	4	5	6	7	8	9	8	9	10	⑪	12	13	14
10	11	12	13	14	●15	16	15	16	17	18	19	20	21
17	⑱	19	20	21	22	23	22	●23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					

JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	①	2	3	4	5	6				1	2	3	4	5
7	8	9	10	11	12	13	6	●7	8	9	10	11	12	
14	●15	16	17	18	19	20	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	20	●21	22	23	24	⑳	㉑	
28	●29	30					27	⑳	29	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 2-S

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	2	3
3	4	5	6	●7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	●15	16	17
17	18	19	20	●21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	●29	30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				④	5	6	1	②	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	●13	14
14	⑮	16	17	18	●19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	●27	28
28							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	⑤	6					1	2	3	4
7	8	9	10	11	12	13	5	⑥	7	8	9	10	11
14	◆15	16	17	18	●19	20	12	●13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	●27	28	29	30		

APRIL ~ 2021							OCTOBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					②	3						1	2
4	⑤	●6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	⑪	●12	13	14	15	16
18	19	●20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	●26	27	28	29	30
							31						

MAY ~ 2021							NOVEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	
2	3	●4	5	6	7	8	7	8	●9	10	⑪	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	●18	19	20	21	22	21	22	23	●24	25	26	27
23	⑳	25	26	27	28	29	28	29	30				
30	31												

JUNE ~ 2021							DECEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		②	3	4	5					1	2	3	4
6	7	8	9	10	11	12	5	6	7	●8	9	10	11
13	14	15	●16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	●22	23	⑳	㉑
27	28	29	●30				⑒	⑓	28	29	30	31	

SEE OVER

THIS IS A BI-WEEKLY CURBSIDE TOTE COLLECTION SERVICE

All information subject to change. Please go to www.oakbay.ca for the most up to date information.

All recyclables, garbage and kitchen scraps must be at the curbside by 7:30 am on the day of your pickup.

Basic Entitlement for Each collection day:

One (1) wheeled grey 140 litre regulation garbage container per collection day. One wheeled blue 140 litre regulation recycle container for newspaper, mixed paper, flyers, magazines, cereal boxes, laundry soup boxes, greeting cards, paper egg cartons. One wheeled green 132 litre regulation kitchen scraps container per collection day for fruit and vegetable scraps, food leftovers, meat bones, dairy products, egg shells, bread, cereal, baked goods, and soiled paper products such as towels and paper plates. **NOTE: All contents must be in "COMPOSTABLE" bags. Bags are available at most local grocer, hardware stores and public works.**

CRD Blue Box: Each household minimum 2 blue boxes, **1st Box** = glass containers only **2nd Box** = metal, rigid plastic containers, including yogurt and margarine containers, shampoo and liquid soap bottles, cleaning product containers, plastic and metal lids, rigid plastic packaging from consumer goods, food packaging, empty cd and cassette cases, polycoated containers, cartons gable top and tetra pack containers (drink, juice, soup, milk and milk substitutes).

Corrugated Cardboard: and clean pizza boxes may be bundled with string / twine and put along side the blue box. Maximum bundle size 90cm x 45cm x 20cm (36" x 18" x 18").

EXTRA ENTITLEMENT FOR GARBAGE

One (1) additional 140 litre regulation garbage container OR two (2) additional 72 litre containers may be collected each collection day with the appropriate number of garbage tickets.

140 litre container = 5 tickets

OR

1st 72 litre container = 2 tickets

2nd 72 litre container = 3 tickets

PROHIBITED MATERIALS

Dead animals, animal feces, rocks, hypodermic needles, liquids containing toxic compounds, diapers, grass, leaves or yard trimmings, building refuse, drywall, antifreeze, car batteries, corrugated cardboard, appliances, directories, tires, scrap metal and electronics. Damp or wet materials must be drained, wrapped and sealed.

Please see

<http://www.crd.bc.ca/waste/hartland/prohibited.htm>

Crews have the right to refuse service.

DUMPING AT THE MUNICIPAL YARD - 1771 ELGIN ROAD

8:00 am - 4:30 pm weekdays (excluding holidays)

8:00 am - 3:00 pm Saturdays (excluding holidays)

Residents with a valid decal (issued at Public Works Office) affixed to their vehicle windshield may deposit into the appropriate bins:

- House hold garbage - securely fastened in plastic bags
- Yard trimmings, grass, leaves - branches max 3ft in length 3" in diameter
- Leftover paint, empty paint cans
- Cardboard, flattened
- Metal items, (excluding fridges and freezers)
- Batteries, household, car
- Propane tanks
- Used motor oil
- Glass, clear and colored
- Plastic bags and overwrap
- Foam packaging, white and colored
- Mixed Paper
- Plastics

No wood or building materials.

No furniture, toilets, mattresses or tires.

PLEASE BE PREPARED TO PROVIDE PROOF OF RESIDENCE IF REQUESTED. For a complete detailed listing view www.RecyclingInBC.ca

LEAF COLLECTION SERVICE (www.oakbay.ca for map)

Starting on or about Oct. 26 residents may place leaves on the boulevard, not on the roadway. Leaves placed on the roadway block street drains. Properties placing leaves on roadway are subject to a fine. Note: this program is for leaves only and ends Dec.19!

FREE GARDEN REFUSE COLLECTION

March 16, 2020 - March 20, 2020

March 15, 2021 - March 19, 2021

All garden refuse to a **maximum** volume of 3 cubic metres per property in total must be placed on the boulevard by 8:00 a.m. on the day of your pickup. Material must not exceed 5' in length and 3" in diameter. Material may be placed loose, not in plastic bags. No stumps, wood, rocks or soil.

NOTE: material may be placed on boulevard maximum 10 days prior to pickup. **THERE WILL BE NO CALLBACKS.**

See: www.oakbay.ca for schedule, updates/changes to the leaf collection

HELPFUL PHONE NUMBERS:

Oak Bay Public Works	250 598-4501
Municipal Hall	250 598-3311
Parks/Boulevards/Sprinklers/Trees	250 592-7275
CRD Recycling Hotline	250 360-3030
After Hours Emergency	250 592-9121

Emterra Environmental:

(Recycle / Organic Kitchen pickup)	250 385-4399
Blue Box sales	250 385-4399

2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 3-N

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	6	7	8	9	10	11	5	6	7	⑧	9	10	11
12	13	14	⑮	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	⑳	23	24	25
26	27	28	⑳	30	31		26	27	28	29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	③	4	5	⑥	7	8
9	10	11	⑫	13	14	15	9	10	11	12	13	14	15
16	⑰	18	19	20	21	22	16	17	18	19	⑳	21	22
23	24	25	26	⑳	28	29	23	24	25	26	27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	③	4	5
8	9	10	11	⑫	13	14	6	⑦	8	9	10	11	12	
15	16	17	18	⑰	20	21	13	14	15	16	17	⑱	19	
22	23	24	25	⑳	27	28	20	21	22	23	24	25	26	
29	30	31					27	28	29	30				

APRIL ~ 2020							OCTOBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	②	3
5	6	7	8	⑨	⑩	11	4	5	6	7	8	9	10	
12	⑬	14	15	16	17	18	11	⑫	13	14	15	16	17	
19	20	21	22	23	24	25	18	⑱	20	21	22	23	24	
26	⑳	28	29	30			25	26	27	28	29	30	31	

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	②	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	⑪	12	13	14
10	⑫	12	13	14	15	16	15	16	⑱	18	19	20	21
17	⑱	19	20	21	22	23	22	23	24	25	26	27	28
24	25	⑳	27	28	29	30	29	30					

JUNE ~ 2020							DECEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			①	2	3	4	5
7	8	⑨	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	⑮	16	17	18	19
21	22	⑳	24	25	26	27	20	21	22	23	24	⑳	⑳
28	29	30					27	⑳	29	30	⑳		

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 3-N

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	2	3
3	4	5	6	7	8	9	4	5	6	7	8	⑨	10
10	11	12	13	14	⑮	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	⑳	24
24	25	26	27	28	⑳	30	25	26	27	28	29	30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	②	3	4	5	6	7
7	8	9	10	11	⑫	13	8	⑨	10	11	12	13	14
14	⑮	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	⑳	24	25	26	27	28
28							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	①	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	⑥	⑦	8	9	10	11
14	⑮	16	17	⑱	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	⑳	22	23	24	25
28	⑳	30	31				26	27	28	29	30		

APRIL ~ 2021							OCTOBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	②	3						1	2
4	⑤	6	7	8	9	10	3	4	⑤	6	7	8	9
11	12	13	⑭	15	16	17	10	⑪	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	⑳	21	22	23
25	26	27	⑳	29	30		24	25	26	27	28	29	30
							31						

MAY ~ 2021							NOVEMBER ~ 2021								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1				1	2	③	4	5	6
2	3	4	5	6	7	8	7	8	9	10	⑪	12	13		
9	10	11	⑫	13	14	15	14	15	16	17	⑱	19	20		
16	17	18	19	20	21	22	21	22	23	24	25	26	27		
23	⑳	25	26	⑳	28	29	28	29	30						
30	31														

JUNE ~ 2021							DECEMBER ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5				1	②	3	4	
6	7	8	9	⑩	11	12	5	6	7	8	9	10	11	
13	14	15	16	⑱	17	18	19	12	13	14	15	⑱	17	18
20	21	22	23	⑳	25	26	19	20	21	22	23	⑳	⑳	
27	28	29	30				⑳	㉑	28	29	30	31		

SEE OVER

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2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 3-S

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	3	4
5	6	7	●8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	●15	16	17	18
19	20	21	●22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	●29	30	31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	●5	6	7	8	2	③	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	●13	14	15
16	①7	18	19	●20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	●27	28	29
							30	31					

MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	●5	6	7				1	2	3	4	5
8	9	10	11	12	13	14	6	⑦	8	9	10	●11	12	
15	16	◆17	18	●19	20	21	13	14	15	16	17	18	19	
22	23	24	25	26	27	28	20	21	22	23	24	●25	26	
29	30	31					27	28	29	30				

APRIL ~ 2020							OCTOBER ~ 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				1	●2	3	4						1	2	3
5	6	7	8	9	⑩	11	4	5	6	7	8	●9	10		
12	⑬	14	15	16	17	18	11	⑫	13	14	15	16	17		
19	●20	21	22	23	24	25	18	19	20	21	22	23	24		
26	27	28	29	30			25	●26	27	28	29	30	31		

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	●4	5	6	7	8	9	8	●9	10	⑪	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	⑱	●19	20	21	22	23	22	23	●24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													

JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	●2	3	4	5	6				1	2	3	4	5
7	8	9	10	11	12	13	6	7	●8	9	10	11	12	
14	15	●16	17	18	19	20	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	20	21	●22	23	24	⑳	㉑	
28	29	●30					27	⑳	29	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 3-S

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	●2	3
3	4	5	6	7	●8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	●16	17
17	18	19	20	21	●22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29	●30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	●5	6	1	②	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	⑮	16	17	18	19	20	15	●16	17	18	19	20	21
21	●22	23	24	25	26	27	22	23	24	25	26	27	28
28							29	●30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	4
7	●8	9	10	11	12	13	5	⑥	7	8	9	10	11	
14	15	◆16	17	18	19	20	12	13	●14	15	16	17	18	
21	●22	23	24	25	26	27	19	20	21	22	23	24	25	
28	29	30	31				26	27	●28	29	30			

APRIL ~ 2021							OCTOBER ~ 2021								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	②	3							1	2
4	⑤	6	●7	8	9	10	3	4	5	6	7	8	9		
11	12	13	14	15	16	17	10	⑪	12	●13	14	15	16		
18	19	20	●21	22	23	24	17	18	19	20	21	22	23		
25	26	27	28	29	30		24	25	26	●27	28	29	30		
							31								

MAY ~ 2021							NOVEMBER ~ 2021											
S	M	T	W	T	F	S	S	M	T	W	T	F	S					
						1							1	2	3	4	5	6
2	3	4	●5	6	7	8	7	8	9	●10	⑪	12	13					
9	10	11	12	13	14	15	14	15	16	17	18	19	20					
16	17	18	●19	20	21	22	21	22	23	24	●25	26	27					
23	⑳	24	25	26	27	28	29	28	29	30								
30	31																	

JUNE ~ 2021							DECEMBER ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	●3	4	5					1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	●9	10	11			
13	14	15	16	●17	18	19	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	19	20	21	22	●23	⑳	㉑			
27	28	29	30				⑳	㉑	㉒	28	29	30	31			

SEE OVER

THIS IS A BI-WEEKLY CURBSIDE TOTE COLLECTION SERVICE

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All recyclables, garbage and kitchen scraps must be at the curbside by 7:30 am on the day of your pickup.

Basic Entitlement for Each collection day:

One (1) wheeled grey 140 litre regulation garbage container per collection day. One wheeled blue 140 litre regulation recycle container for newspaper, mixed paper, flyers, magazines, cereal boxes, laundry soap boxes, greeting cards, paper egg cartons. One wheeled green 132 litre regulation kitchen scraps container per collection day for fruit and vegetable scraps, food leftovers, meat bones, dairy products, egg shells, bread, cereal, baked goods, and soiled paper products such as towels and paper plates. **NOTE: All contents must be in "COMPOSTABLE" bags. Bags are available at most local grocer, hardware stores and public works.**

CRD Blue Box: Each household minimum 2 blue boxes, **1st Box** = glass containers only **2nd Box** = metal, rigid plastic containers, including yogurt and margarine containers, shampoo and liquid soap bottles, cleaning product containers, plastic and metal lids, rigid plastic packaging from consumer goods, food packaging, empty cd and cassette cases, polycoated containers, cartons gable top and tetra pack containers (drink, juice, soup, milk and milk substitutes).

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EXTRA ENTITLEMENT FOR GARBAGE

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140 litre container = 5 tickets

OR

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PROHIBITED MATERIALS

Dead animals, animal feces, rocks, hypodermic needles, liquids containing toxic compounds, diapers, grass, leaves or yard trimmings, building refuse, drywall, antifreeze, car batteries, corrugated cardboard, appliances, directories, tires, scrap metal and electronics. Damp or wet materials must be drained, wrapped and sealed.

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- Leftover paint, empty paint cans
- Cardboard, flattened
- Metal items, (excluding fridges and freezers)
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- Propane tanks
- Used motor oil
- Glass, clear and colored
- Plastic bags and overwrap
- Foam packaging, white and colored
- Mixed Paper
- Plastics

No wood or building materials.

No furniture, toilets, mattresses or tires.

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(Recycle / Organic Kitchen pickup)	250 385-4399
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2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 4 - N

JANUARY ~ 2020 S M T W T F S ① ② 3 4 5 6 7 8 9 10 11 12 13 14 15 ①⑥ 17 18 19 20 21 22 23 24 25 26 27 28 29 ③⑩ 31							JULY ~ 2020 S M T W T F S ① 2 3 4 5 6 7 8 ⑨ 10 11 12 13 14 15 16 17 18 19 20 21 22 ②③ 24 25 26 27 28 29 30 31						
FEBRUARY ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 ③⑬ 14 15 16 ④⑰ 18 19 20 21 22 23 24 25 26 27 ⑤⑱ 29							AUGUST ~ 2020 S M T W T F S 1 2 ③ 4 5 6 ⑦ 8 9 10 11 12 13 ④⑭ 15 16 17 18 19 20 ②⑶ 22 23 24 25 26 27 28 29 30 31						
MARCH ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 ③⑬ 14 15 16 17 18 19 ④⑰ 21 22 23 24 25 26 ⑤⑱ 28 29 30 31							SEPTEMBER ~ 2020 S M T W T F S 1 2 3 ④ 5 6 ⑦ 8 9 10 11 12 13 14 15 16 17 18 19 20 ②⑶ 22 23 24 25 26 27 28 29 30						
APRIL ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 ⑩ 11 12 ③⑬ ④⑭ 15 16 17 18 19 20 21 22 23 24 25 26 27 ⑤⑱ 29 30							OCTOBER ~ 2020 S M T W T F S 1 2 3 4 ⑤ 6 7 8 9 10 11 ②⑶ 13 14 15 16 17 18 19 ④⑰ 21 22 23 24 25 26 27 28 29 30 31						
MAY ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 ③⑬ 13 14 15 16 17 ④⑰ 19 20 21 22 23 24 25 26 ⑤⑱ 28 29 30 31							NOVEMBER ~ 2020 S M T W T F S 1 2 ③ 4 5 6 7 8 9 10 ④⑰ 12 13 14 15 16 17 ⑤⑱ 19 20 21 22 23 24 25 26 27 28 29 30						
JUNE ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 ③⑬ 11 12 13 14 15 16 17 18 19 20 21 22 23 ④⑰ 25 26 27 28 29 30							DECEMBER ~ 2020 S M T W T F S 1 ② 3 4 5 6 7 8 9 10 11 12 13 14 15 ③⑬ 17 18 19 20 21 22 23 24 ④⑰ ⑤⑱ 27 ⑥⑲ 29 30 31						

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 4 - N

JANUARY ~ 2021 S M T W T F S ① 2 3 ④ 5 6 7 8 9 10 11 12 13 14 15 16 17 ③⑬ 19 20 21 22 23 24 25 26 27 28 29 30 31							JULY ~ 2021 S M T W T F S ① 2 3 4 5 6 7 8 9 10 11 ②⑶ 13 14 15 16 17 18 19 20 21 22 23 24 25 ④⑰ 27 28 29 30 31						
FEBRUARY ~ 2021 S M T W T F S ① 2 3 4 5 6 7 8 9 10 11 12 13 14 ③⑬ ④⑭ 17 18 19 20 21 22 23 24 25 26 27 28							AUGUST ~ 2021 S M T W T F S 1 ② 3 4 5 6 7 8 9 ③⑬ 11 12 13 14 15 16 17 18 19 20 21 22 23 ④⑰ 25 26 27 28 29 30 31						
MARCH ~ 2021 S M T W T F S 1 ② 3 4 5 6 7 8 9 10 11 12 13 14 15 ③⑬ 17 18 ④⑰ 20 21 22 23 24 25 26 27 28 29 ⑤⑱ 31							SEPTEMBER ~ 2021 S M T W T F S 1 2 3 4 5 ⑥ 7 ③⑬ 9 10 11 12 13 14 15 16 17 18 19 20 21 ④⑰ 23 24 25 26 27 28 29 30						
APRIL ~ 2021 S M T W T F S 1 ② 3 4 ⑤ 6 7 8 9 10 11 12 13 14 ③⑬ 16 17 18 19 20 21 22 23 24 25 26 27 28 ④⑰ 30							OCTOBER ~ 2021 S M T W T F S 1 2 3 4 5 ③⑬ 7 8 9 10 ④⑰ 12 13 14 15 16 17 18 19 20 ⑤⑱ 22 23 24 25 26 27 28 29 30 31						
MAY ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 ③⑬ 14 15 16 17 18 19 20 21 22 23 ④⑰ 25 26 27 ⑤⑱ 29 30 31							NOVEMBER ~ 2021 S M T W T F S 1 2 3 ④ 5 6 7 8 9 10 ③⑬ 12 13 14 15 16 17 18 ④⑰ 20 21 22 23 24 25 26 27 28 29 30						
JUNE ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 9 10 ③⑬ 12 13 14 15 16 17 18 19 20 21 22 23 24 ④⑰ 26 27 28 29 30							DECEMBER ~ 2021 S M T W T F S 1 2 ③ 4 5 6 7 8 9 10 11 12 13 14 15 16 ④⑰ 18 19 20 21 22 23 ⑤⑱ ⑥⑲ ⑦⑳ ⑧㉑ 28 29 30 31						

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2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 5-N

JANUARY ~ 2020							JULY ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			①	2	③	4				①	2	3	4	
5	6	7	8	9	10	11	5	6	7	8	9	⑩	11	
12	13	14	15	16	⑪	18	12	13	14	15	16	17	18	
19	20	21	22	23	⑫	25	19	20	21	22	23	⑭	25	
26	27	28	29	30	⑬		26	27	28	29	30	31		
FEBRUARY ~ 2020							AUGUST ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2	③	4	5	6	7	8	
2	3	4	5	6	7	8	9	⑩	11	12	13	14	15	
9	10	11	12	13	⑪	15	16	17	18	19	20	21	22	
16	⑫	18	19	20	21	22	23	⑭	25	26	27	28	29	
23	24	25	26	27	28	29	30	31						
MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	②	3	4	5	6	7	6	⑦	⑧	9	10	11	12	
8	9	10	11	12	13	14	13	14	15	16	17	18	19	
15	⑬	17	18	19	⑮	21	20	21	⑯	23	24	25	26	
22	23	24	25	26	27	28	27	28	29	30				
29	⑰	31												
APRIL ~ 2020							OCTOBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4					1	2	3	
5	6	7	8	9	⑩	11	4	5	⑥	7	8	9	10	
12	⑬	14	⑮	16	17	18	11	⑫	13	14	15	16	17	
19	20	21	22	23	24	25	18	19	20	⑰	22	23	24	
26	27	28	⑰	30			25	26	27	28	29	30	31	
MAY ~ 2020							NOVEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	1	2	3	④	5	6	7	
3	4	5	6	7	8	9	8	9	10	⑪	12	13	14	
10	11	12	⑬	14	15	16	15	16	17	18	⑯	20	21	
17	⑱	19	20	21	22	23	22	23	24	25	26	27	28	
24	25	26	27	⑳	29	30	29	30						
31														
JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6				1	2	③	4	5
7	8	9	10	⑪	12	13	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	13	14	15	16	⑰	18	19	
21	22	23	24	⑳	26	27	20	21	22	23	24	⑳	⑲	
28	29	30					27	⑳	29	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 5-N

JANUARY ~ 2021							JULY ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					①	2					①	2	3			
3	4	⑤	6	7	8	9	4	5	6	7	8	9	10			
10	11	⑫	13	14	15	16	11	12	⑬	14	15	16	17			
17	18	⑭	20	21	22	23	18	19	20	21	22	23	24			
24	25	26	27	28	29	30	25	26	⑰	28	29	30	31			
31																
FEBRUARY ~ 2021							AUGUST ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	②	3	4	5	6	1	②	3	4	5	6	7			
7	8	9	10	11	12	13	8	9	10	⑪	12	13	14			
14	⑫	16	⑰	18	19	20	15	16	17	18	19	20	21			
21	22	23	24	25	26	27	22	23	24	⑳	26	27	28			
28							29	30	31							
MARCH ~ 2021							SEPTEMBER ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
1	2	③	4	5	6					1	2	3	4			
7	8	9	10	11	12	13	5	⑥	7	8	⑨	10	11			
14	15	16	⑰	18	⑱	20	12	13	14	15	16	17	18			
21	22	23	24	25	26	27	19	20	21	22	⑳	24	25			
28	29	30	⑳				26	27	28	29	30					
APRIL ~ 2021							OCTOBER ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	②	3						1	2			
4	⑤	6	7	8	9	10	3	4	5	6	⑦	8	9			
11	12	13	14	15	⑮	17	10	⑪	12	13	14	15	16			
18	19	20	21	22	23	24	17	18	19	20	21	⑳	23			
25	26	27	28	29	⑳		24	25	26	27	28	29	30			
MAY ~ 2021							NOVEMBER ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1						1	2	3	4	
2	3	4	5	6	7	8	7	8	9	10	⑪	12	13			
9	10	11	12	13	⑭	15	14	15	16	17	18	19	20			
16	17	18	19	20	21	22	21	⑳	23	24	25	26	27			
23	⑳	25	26	27	28	29	28	29	30							
30	⑳															
JUNE ~ 2021							DECEMBER ~ 2021									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	3	4	5					1	2	3	4
6	7	8	9	10	11	12	5	⑥	7	8	9	10	11			
13	⑭	15	16	17	18	19	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	19	⑳	21	22	23	⑳	㉑			
27	⑳	29	30				⑳	㉑	28	29	30	31				

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◆ Garden Refuse Day ● Pickup Day ○ Holiday
ROUTE 4-S

JANUARY ~ 2020 S M T W T F S ① 2 3 4 5 6 7 8 ● 9 10 11 12 13 14 15 16 17 18 19 20 21 22 ● 23 24 25 26 27 28 29 30 31							JULY ~ 2020 S M T W T F S ① ● 2 3 4 5 6 7 8 9 10 11 12 13 14 15 ● 16 17 18 19 20 21 22 23 24 25 26 27 28 29 ● 30 31						
FEBRUARY ~ 2020 S M T W T F S 1 2 3 4 5 ● 6 7 8 9 10 11 12 13 14 15 16 ① 17 18 19 20 ● 21 22 23 24 25 26 27 28 29							AUGUST ~ 2020 S M T W T F S 1 2 ③ 4 5 6 7 8 9 10 11 12 13 ● 14 15 16 17 18 19 20 21 22 23 24 25 26 27 ● 28 29 30 31						
MARCH ~ 2020 S M T W T F S 1 2 3 4 5 ● 6 7 8 9 10 11 12 13 14 15 16 ◆ 17 18 19 ● 20 21 22 23 24 25 26 27 28 29 30 31							SEPTEMBER ~ 2020 S M T W T F S 1 2 3 4 5 6 ⑦ 8 9 10 11 12 13 ● 14 15 16 17 18 19 20 21 22 23 24 25 26 27 ● 28 29 30						
APRIL ~ 2020 S M T W T F S 1 2 ● 3 4 5 6 7 8 9 ⑩ 11 12 ⑬ 14 15 16 17 18 19 20 ● 21 22 23 24 25 26 27 28 29 30							OCTOBER ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 ⑫ ● 13 14 15 16 17 18 19 20 21 22 23 24 25 26 ● 27 28 29 30 31						
MAY ~ 2020 S M T W T F S 1 2 3 4 ● 5 6 7 8 9 10 11 12 13 14 15 16 17 ⑱ 19 ● 20 21 22 23 24 25 26 27 28 29 30 31							NOVEMBER ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 9 ● 10 ⑪ 12 13 14 15 16 17 18 19 20 21 22 23 24 ● 25 26 27 28 29 30						
JUNE ~ 2020 S M T W T F S 1 2 ● 3 4 5 6 7 8 9 10 11 12 13 14 15 16 ● 17 18 19 20 21 22 23 24 25 26 27 28 29 30							DECEMBER ~ 2020 S M T W T F S 1 2 3 4 5 6 7 8 ● 9 10 11 12 13 14 15 16 17 18 19 20 21 22 ● 23 24 ⑮ ⑯ 27 ⑳ 29 30 31						

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday
ROUTE 4-S

JANUARY ~ 2021 S M T W T F S ① 2 3 4 5 6 7 8 9 10 ● 11 12 13 14 15 16 17 18 19 20 21 22 23 24 ● 25 26 27 28 29 30 31							JULY ~ 2021 S M T W T F S ① 2 3 4 ● 5 6 7 8 9 10 11 12 13 14 15 16 17 18 ● 19 20 21 22 23 24 25 26 27 28 29 30 31						
FEBRUARY ~ 2021 S M T W T F S 1 2 3 4 5 6 7 ● 8 9 10 11 12 13 14 ⑮ 16 17 18 19 20 21 22 ● 23 24 25 26 27 28							AUGUST ~ 2021 S M T W T F S 1 ② ● 3 4 5 6 7 8 9 10 11 12 13 14 15 16 ● 17 18 19 20 21 22 23 24 25 26 27 28 29 30 ● 31						
MARCH ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 ● 9 10 11 12 13 14 15 ◆ 16 17 18 19 20 21 22 ● 23 24 25 26 27 28 29 30 31							SEPTEMBER ~ 2021 S M T W T F S 1 2 3 4 5 ⑥ 7 8 9 10 11 12 13 14 ● 15 16 17 18 19 20 21 22 23 24 25 26 27 28 ● 29 30						
APRIL ~ 2021 S M T W T F S 1 ② 3 4 ⑤ 6 7 ● 8 9 10 11 12 13 14 15 16 17 18 19 20 21 ● 22 23 24 25 26 27 28 29 30							OCTOBER ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 9 10 ⑪ 12 13 ● 14 15 16 17 18 19 20 21 22 23 24 25 26 27 ● 28 29 30 31						
MAY ~ 2021 S M T W T F S 1 2 3 4 5 ● 6 7 8 9 10 11 12 13 14 15 16 17 18 19 ● 20 21 22 23 ⑳ 24 25 26 27 28 29 30 31							NOVEMBER ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 9 10 ⑪ ● 12 13 14 15 16 17 18 19 20 21 22 23 24 25 ● 26 27 28 29 30						
JUNE ~ 2021 S M T W T F S 1 2 3 ● 4 5 6 7 8 9 10 11 12 13 14 15 16 17 ● 18 19 20 21 22 23 24 25 26 27 28 29 30							DECEMBER ~ 2021 S M T W T F S 1 2 3 4 5 6 7 8 9 ● 10 11 12 13 14 15 16 17 18 19 20 21 22 23 ⑳ ㉑ ㉒ ㉓ ● ㉔ ㉕ 29 30 31						

SEE OVER

THIS IS A BI-WEEKLY CURBSIDE TOTE COLLECTION SERVICE

All information subject to change. Please go to www.oakbay.ca for the most up to date information.

All recyclables, garbage and kitchen scraps must be at the curbside by 7:30 am on the day of your pickup.

Basic Entitlement for Each collection day:

One (1) wheeled grey 140 litre regulation garbage container per collection day. One wheeled blue 140 litre regulation recycle container for newspaper, mixed paper, flyers, magazines, cereal boxes, laundry soup boxes, greeting cards, paper egg cartons. One wheeled green 132 litre regulation kitchen scraps container per collection day for fruit and vegetable scraps, food leftovers, meat bones, dairy products, egg shells, bread, cereal, baked goods, and soiled paper products such as towels and paper plates. **NOTE: All contents must be in "COMPOSTABLE" bags. Bags are available at most local grocer, hardware stores and public works.**

CRD Blue Box: Each household minimum 2 blue boxes, **1st Box** = glass containers only **2nd Box** = metal, rigid plastic containers, including yogurt and margarine containers, shampoo and liquid soap bottles, cleaning product containers, plastic and metal lids, rigid plastic packaging from consumer goods, food packaging, empty cd and cassette cases, polycoated containers, cartons gable top and tetra pack containers (drink, juice, soup, milk and milk substitutes).

Corrugated Cardboard: and clean pizza boxes may be bundled with string / twine and put along side the blue box. Maximum bundle size 90cm x 45cm x 20cm (36" x 18" x 18").

EXTRA ENTITLEMENT FOR GARBAGE

One (1) additional 140 litre regulation garbage container OR two (2) additional 72 litre containers may be collected each collection day with the appropriate number of garbage tickets.

140 litre container = 5 tickets

OR

1st 72 litre container = 2 tickets

2nd 72 litre container = 3 tickets

PROHIBITED MATERIALS

Dead animals, animal feces, rocks, hypodermic needles, liquids containing toxic compounds, diapers, grass, leaves or yard trimmings, building refuse, drywall, antifreeze, car batteries, corrugated cardboard, appliances, directories, tires, scrap metal and electronics. Damp or wet materials must be drained, wrapped and sealed.

Please see

<http://www.crd.bc.ca/waste/hartland/prohibited.htm>

Crews have the right to refuse service.

DUMPING AT THE MUNICIPAL YARD - 1771 ELGIN ROAD

8:00 am - 4:30 pm weekdays (excluding holidays)

8:00 am - 3:00 pm Saturdays (excluding holidays)

Residents with a valid decal (issued at Public Works Office) affixed to their vehicle windshield may deposit into the appropriate bins:

- House hold garbage - securely fastened in plastic bags
- Yard trimmings, grass, leaves - branches max 3ft in length 3" in diameter
- Leftover paint, empty paint cans
- Cardboard, flattened
- Metal items, (excluding fridges and freezers)
- Batteries, household, car
- Propane tanks
- Used motor oil
- Glass, clear and colored
- Plastic bags and overwrap
- Foam packaging, white and colored
- Mixed Paper
- Plastics

No wood or building materials.

No furniture, toilets, mattresses or tires.

PLEASE BE PREPARED TO PROVIDE PROOF OF RESIDENCE IF REQUESTED. For a complete detailed listing view www.RecyclingInBC.ca

LEAF COLLECTION SERVICE (www.oakbay.ca for map)

Starting on or about Oct. 26 residents may place leaves on the boulevard, not on the roadway. Leaves placed on the roadway block street drains. Properties placing leaves on roadway are subject to a fine. Note: this program is for leaves only and ends Dec.19!

FREE GARDEN REFUSE COLLECTION

March 16, 2020 - March 20, 2020

March 15, 2021 - March 19, 2021

All garden refuse to a **maximum** volume of 3 cubic metres per property in total must be placed on the boulevard by 8:00 a.m. on the day of your pickup. Material must not exceed 5' in length and 3" in diameter. Material may be placed loose, not in plastic bags. No stumps, wood, rocks or soil.

NOTE: material may be placed on boulevard maximum 10 days prior to pickup. **THERE WILL BE NO CALLBACKS.**

See: www.oakbay.ca for schedule, updates/changes to the leaf collection

HELPFUL PHONE NUMBERS:

Oak Bay Public Works	250 598-4501
Municipal Hall	250 598-3311
Parks/Boulevards/Sprinklers/Trees	250 592-7275
CRD Recycling Hotline	250 360-3030
After Hours Emergency	250 592-9121

Emterra Environmental:

(Recycle / Organic Kitchen pickup)	250 385-4399
Blue Box sales	250 385-4399

2020 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 5 - S

JANUARY ~ 2020							JULY ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			①	2	3	4				①	2	● 3	4
5	6	7	8	9	● 10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	● 17	18
19	20	21	22	23	● 24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30	● 31	

FEBRUARY ~ 2020							AUGUST ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	● 7	8	2	③	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	① 17	18	19	20	21	22	16	● 17	18	19	20	21	22
23	● 24	25	26	27	28	29	23	24	25	26	27	28	29
							30	● 31					

MARCH ~ 2020							SEPTEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4	5
8	● 9	10	11	12	13	14	6	⑦	8	9	10	11	12	
15	16	17	◆ 18	19	20	21	13	14	● 15	16	17	18	19	
22	● 23	24	25	26	27	28	20	21	22	23	24	25	26	
29	30	31					27	28	● 29	30				

APRIL ~ 2020							OCTOBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3
5	● 6	7	8	9	⑩	11	4	5	6	7	8	9	10
12	⑬	14	15	16	17	18	11	⑫	13	● 14	15	16	17
19	20	21	● 22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	● 28	29	30	31

MAY ~ 2020							NOVEMBER ~ 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	● 6	7	8	9	8	9	10	⑪	● 12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	⑱	19	20	● 21	22	23	22	23	24	25	● 26	27	28
24	25	26	27	28	29	30	29	30					
31													

JUNE ~ 2020							DECEMBER ~ 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	● 4	5	6				1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	● 10	11	12	
14	15	16	17	● 18	19	20	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	20	21	22	23	● 24	⑮ 25	⑯ 26	
28	29	30					27	⑳ 28	29	30	31			

SEE OVER

2021 CURBSIDE

Garbage, Recycle, Kitchen Scrap Collection Schedule

◆ Garden Refuse Day ● Pickup Day ○ Holiday

ROUTE 5 - S

JANUARY ~ 2021							JULY ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					①	2					①	2	3
3	4	5	6	7	8	9	4	5	● 6	7	8	9	10
10	11	● 12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	● 20	21	22	23	24
24	25	● 26	27	28	29	30	25	26	27	28	29	30	31
31													

FEBRUARY ~ 2021							AUGUST ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	②	3	● 4	5	6	7
7	8	● 9	10	11	12	13	8	9	10	11	12	13	14
14	⑬	16	17	18	19	20	15	16	17	● 18	19	20	21
21	22	23	● 24	25	26	27	22	23	24	25	26	27	28
28							29	30	31				

MARCH ~ 2021							SEPTEMBER ~ 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6						①	2	3	4
7	8	9	● 10	11	12	13	5	⑥	7	8	9	10	11	
14	15	16	◆ 17	18	19	20	12	13	14	15	● 16	17	18	
21	22	23	● 24	25	26	27	19	20	21	22	23	24	25	
28	29	30	31				26	27	28	29	● 30			

APRIL ~ 2021							OCTOBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	②	3						1	2
4	⑤	6	7	8	● 9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	⑪	12	13	14	● 15	16
18	19	20	21	22	● 23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	● 29	30
							31						

MAY ~ 2021							NOVEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	
2	3	4	5	6	● 7	8	7	8	9	10	⑪	12	13
9	10	11	12	13	14	15	14	● 15	16	17	18	19	20
16	17	18	19	20	● 21	22	21	22	23	24	25	26	27
23	⑳ 24	25	26	27	28	29	28	● 29	30				
30	31												

JUNE ~ 2021							DECEMBER ~ 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5					1	2	3	4
6	● 7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	● 13	14	15	16	17	18
20	● 21	22	23	24	25	26	19	20	21	22	23	⑳ 24	㉑ 25
27	28	29	30				⑳ 26	㉒ 27	28	● 29	30	31	

SEE OVER

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See: www.oakbay.ca for schedule, updates/changes to the leaf collection

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CRD Recycling Hotline	250 360-3030
After Hours Emergency	250 592-9121

Emterra Environmental:

(Recycle / Organic Kitchen pickup)	250 385-4399
Blue Box sales	250 385-4399

SUBMTTAL FORM "A"

SCHEDULE OF PRICES AND QUANTITIES FOR RESIDENTIAL ORGANICS

Item	Description	Unit	Quantities	Rate per Year	Amount
1.	Collection of Residential Organics from each Unit and transporting the organics to a Designated Facility ⁽¹⁾	Each	6150		
Subtotal					
GST (Registration # _____)					\$
Total First Year Tendered Amount					\$

(1) The estimated annual quantity of organics eligible for collection is residential 1,200 tonnes. The Corporation of the District of Oak Bay does not make any claims concerning accuracy. Each Proponent should use whatever means deemed reasonable to satisfy themselves of its accuracy.

Dated this _____ day of _____, 2020.

Authorized Signatory for the Proponent

Print Name

Legal Name of Company

Address

Phone

SUBMITTAL FORM "B"
FOR OPTIONAL PROPOSAL

**SCHEDULE OF PRICES AND QUANTITIES FOR
RESIDENTIAL ORGANICS AND YARD WASTE**

Item	Description	Unit	Quantities	Rate per Year	Amount
1.	Collection of Residential Organics <u>and</u> Yard Waste from each Unit and transporting the organics to a Designated Facility ⁽¹⁾	Each	6150		
Subtotal					
GST (Registration # _____)					\$
Total First Year Tendered Amount					\$

- (2) The estimated annual quantity of organics eligible for collection is residential 1,200 tonnes. The Corporation of the District of Oak Bay does not make any claims concerning accuracy. Each Proponent should use whatever means deemed reasonable to satisfy themselves of its accuracy.
- (3) NOTE: The Total First Year Tendered Amount for the collection of Residential Organics AND Yard Waste is not in addition to the tendered amount on Submittal Form A. The District will chose only one of the proposals, not a combination of tendered amounts.

Dated this _____ day of _____, 2020.

Authorized Signatory for the Proponent

Print Name

Legal Name of Company

Address

Phone

SCHEDULE OF FORCE ACCOUNT RATES

The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with this Contract.*

PERSONNEL

<u>List by Occupation</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT

(All found)

<u>Description</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OTHER

<u>Description</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*-Force Account Rates will not be included in the scoring procedure as detailed in Appendix C- Evaluation and Scoring Procedures.

SUBMITTAL FORM "C" - REFERENCES
OBSW 01-2020
COLLECTION OF RESIDENTIAL ORGANICS

Provide at least three recent (within the last 5 years) references that show specific relevance to this project. Provide project name, project date/duration, project location, contract name, contact title/position, phone number and fax number. Indicate names of key personnel used on the referenced projects that will be involved on this project.

Reference 1	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
Reference 2	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	

--

Reference 3

Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	

--

SUBMITTAL FORM "D"
KEY PERSONNEL and EQUIPMENT OPERATOR
EXPERIENCE AND QUALIFICATIONS

List only operators and equipment that will be used under this Request for Proposal

Add separate list if more space is required.

OPERATOR	EXPERIENCE	QUALIFICATIONS/ CERTIFICATIONS

SUBMITTAL FORM "D"
EQUIPMENT LIST

List only equipment that will be used under this Request for Proposal

Add separate list if more space is required

MAKE	MODEL	YEAR	FUEL

SUBMITTAL FORM "E"
CONSENT OF SURETY –PERFORMANCE BOND

UNDERTAKING OF SURETY - PERFORMANCE BOND

[Undertaking to accompany Tender]

The Corporation of The District of Oak Bay
2167 Oak Bay Avenue
Victoria, British Columbia
V8R 1G7

We, the undersigned

(Bonding Company's Name)

do hereby undertake and agree to become bound to The Corporation of The District of Oak Bay for a PERFORMANCE BOND for

_____ Dollars (\$_____)

(Insert a Sum Equal to 50 Percent of the Total Tendered Amount)

for the fulfilment of the Contract to perform the works and services, all as specified in the attached Request for Proposal Form if the Contract is awarded to:

(Tenderer's Name)

Dated at _____ British Columbia, this _____ Day of _____ 20 .

Signature and Corporate Seal of Surety Company Licensed to
Conduct Business in the Province of British Columbia

SUBMITTAL FORM "F"
BID BOND

BID BOND
(for Bid Security)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as Contractor,
(hereinafter called the Contractor), and

_____ as Surety,
(hereinafter called the Surety),

are jointly and severally held and firmly bound unto

THE CORPORATION OF THE DISTRICT OF OAK BAY, as Owner, (hereinafter called the Owner), in the penal sum of ten percent (10%) of the First Year Tendered Amount, lawful money of Canada, for the payment whereof unto the Owner, the Contractor and Surety or Financial Institution, jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

Residential Organics Collection Services, Contract SW-01- 2020

NOW THEREFORE, the condition of this obligation is such that if, before the expiration of ninety (90) DAYS from the opening of submissions for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Owner an agreement in the relative form annexed and if the Contractor and Surety or Financial Institution within the time specified in the said tender give a good and sufficient Performance Guarantee in the relative form annexed in the amount of one hundred percent (100%) of the First Year Tendered Amount to secure the performance of the terms and conditions of the said Contract then this obligation shall be void; otherwise the Contractor and Surety or Financial Institution will pay unto the Owner the entire amount of the Bid Bond.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will discharge the Contractor shall operate as a discharge or a release of liability to the Surety or Financial Institution, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Contractor, the Surety or Financial Institution and the Owner and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this _____ day of _____, 20_____.

In the case of incorporated company:

SIGNED, SEALED AND DELIVERED)
The Corporate Seal of (Name of Company))

_____)
is hereunto affixed in the presence of)
its duly authorized signing officers:)

(Seal)

_____)
(Specify position with Company))

_____)
(Specify position with Company))

OR, in the case of an individual or individuals:

SIGNED AND DELIVERED by:)

_____)
in the presence of:)

_____)
(Name of Witness))

_____)
(Address))

_____)
(Occupation))

SURETY

_____)
was hereunto affixed in the presence of)

_____)
(Name and Title))

_____)
(Name and Title))

(Seal)

UNDERTAKING OF LIABILITY INSURANCE

(Undertaking to Accompany Proposal)

TO: Corporation of the District of Oak Bay
2167 Oak Bay Avenue
Victoria, British Columbia
V8R 1G2

We the undersigned (INSERT INSURANCE COMPANY'S NAME)

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

in the amount of THREE MILLION DOLLARS (\$3,000,000.00) Commercial General Liability Insurance, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to:

- (a) Name the Corporation of the District of Oak Bay as additional insured;
- (b) This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- (c) Ensure such policy cannot be cancelled or materially changed without at least FIFTEEN (15) CALENDAR DAYS written notice to the Corporation of the District of Oak Bay, delivered to the Director at the above-noted address.

Signed and sealed at _____, Province of _____,

this _____ day of _____, 20____ on behalf of _____ by:

)
)
)
)
)
)
)
)

(NAME AND TITLE)

END OF DOCUMENT.