



Phone: 613 584-2000  
Fax: 613 584-3237  
Email: [info@deeperiver.ca](mailto:info@deeperiver.ca)

[deeperiver.ca](http://deeperiver.ca) | [f](#) [@](#)

## The Corporation of the Town of Deep River

REQUEST FOR TENDER  
for  
THE OPERATION OF  
THE MILLER ROAD CONSTRUCTION AND DEMOLITION  
WASTE DISPOSAL SITE  
2022-RFT-001

Tenders shall be submitted *in person at 100 Deep River Road, Deep River Ontario, K0J1P0 with the Sealed Tender clearly labeled "2022-RFT-001 Operation of Miller Road Construction and Demolition Waste Disposal Site" no later than Wednesday March 2<sup>nd</sup>, 2022 at 2:00 PM.* Tenders received after that date and time will not be considered further. Tenders must be in accordance with the requirements stated in this RFT.

All Tenders shall be directed to the Contact Persons for this RFT:

**CONTACT:** Jessy Pace  
**ADDRESSED TO:** [jpace@deeperiver.ca](mailto:jpace@deeperiver.ca)  
**SUBJECT:** **2022-RFT-001** Operation of Miller Road  
Construction and Demolition Waste Disposal Site

Any questions or clarification regarding this Request for Tender (RFT) must be communicated via email to the Contact Persons listed above by **Monday February 28<sup>th</sup>, 2022 at 2:00 PM.**

**TENDERS WILL BE OPENED IN PUBLIC AND PROPONENT NAMES WILL BE ANNOUNCED ON MARCH 2<sup>ND</sup>, 2022 AT 2:15 PM. PROPOSAL DETAILS INCLUDING COSTS WILL BE ANNOUNCED IN PUBLIC.**

**NOTE: Should any potential bidders download this Request for Tender, it is the Proponent's responsibility to check for Addenda which will be posted on the Town website: <http://www.deeperiver.ca/>**

## Table of Contents

<b>1.0 Request for Tender - Operation of the Miller Road Construction and Demolition Waste Disposal Site</b>	<b>4</b>
1.1 Purpose	4
1.2 Background Information	4
1.3 Closing Date and Time	4
1.4 Municipal Contact	5
<b>2 Terms and Conditions</b>	<b>5</b>
2.1 Acceptance	5
2.2 Municipal Information Waiver	5
2.3 Expenses Incurred	5
2.4 Conflict of Interest	5
2.5 Legal Proceedings with the Municipality	6
2.6 Rights Reserved	6
2.7 Tender Bid Package	6
2.8 Bidders Responsibility	6
2.8.1 Examination of Tender Bid Package	6
2.8.2 Examination of Legislation	7
2.8.3 Independent Advice	7
2.9 Interpretation of Tender Bid Packages	7
2.10 Competency of Bidder	7
2.11 Tender Form	7
2.11.1 Forms	7
2.11.2 Name of Bidder	8
2.11.3 Submitting of Tenders	8
2.12 Withdrawal of Tenders	8
2.13 Award or Rejection of Tenders	9
2.13.1 Reserves the Right	9
2.13.2 No Obligation or Liability	9
2.13.3 Unsuccessful Tenders	9
2.13.4 Successful Tender	9
2.14 Anti-Lobbying	9
2.14.1 Anti-Lobbying Restrictions and Require Disclosure	9
2.14.2 Instructions to Tenderers	10

2.15 Execution Of Agreement _____	10
2.16 Billing Procedure _____	10
2.17 Arbitration _____	10
2.18 Independent Contractor _____	11
2.19 Town’s Right To Do Work _____	11
2.20 Insurance _____	11
2.20.1 Commercial General Liability Insurance _____	11
2.20.2 Automobile Liability Insurance _____	11
2.22 WSIB _____	12
2.23 Laws, Regulations and Licensing _____	12
2.23.1 Indemnity _____	12
2.24 Termination and Penalties _____	12
2.24.1 Failure to Perform _____	13
2.24.2 Labour Disputes _____	13
2.24.3 Contractual Disputes _____	13
2.25 Investigation _____	13
<b>3.0 Information for Proponents _____</b>	<b>13</b>
3.1 Description of Work _____	13
3.2 Examination of The Site _____	14
3.3 Term of Contract _____	14
3.4 Assignment _____	15
3.5 Discharge of Employee _____	15
<b>4.0 Form of Proposal _____</b>	<b>15</b>
4.1 Contractor Declarations _____	15
<b>5.0 Specification for The Operation of The Miller Road Construction and Demolition Waste Disposal Site</b>	<b>16</b>
5.1 General Scope of Work _____	16
5.2 Site Attendant _____	16
5.2.1 Operators/Site Attendants _____	16
5.2.2 Qualifications _____	16
5.2.3 Record Keeping _____	17
5.2.4 Accessibility by Phone _____	17
5.2.5 Public Relations _____	17
5.2.6 Accessibility for Ontarians with Disability Act (AODA) * _____	18
5.3 Hours of Operation _____	18

<b>5.3.1 Regular Hours of Operation</b>	<b>18</b>
<b>5.3.2 Statutory Holidays</b>	<b>18</b>
<b>5.4 Supervision and Management</b>	<b>18</b>
<b>5.5 Landfill Disposal Site Operational Plan</b>	<b>18</b>
<b>5.6 Equipment and Operators</b>	<b>19</b>
<b>5.6.1 Equipment Type</b>	<b>19</b>
<b>5.6.2 Backup Equipment and Emergency Equipment</b>	<b>19</b>
<b>5.7 Grade Control</b>	<b>19</b>
<b>5.8 Cover Material</b>	<b>19</b>
<b>5.8.1 Cover Material</b>	<b>19</b>
<b>5.8.2 Logging of Cover Material</b>	<b>19</b>
<b>5.9 Pest Control</b>	<b>19</b>
<b>5.10 Road Maintenance</b>	<b>20</b>
<b>5.11 Site Drainage</b>	<b>20</b>
<b>5.12 Fencing and gates</b>	<b>20</b>
<b>5.13 Site Appearance</b>	<b>20</b>
<b>5.14 Burning</b>	<b>20</b>
<b>5.15 Permits</b>	<b>21</b>
<b>5.16 Housing for Operator and Equipment</b>	<b>21</b>
<b>5.17 Protection of Sample Wells</b>	<b>21</b>
<b>5.18 Contact in Event of Emergency</b>	<b>21</b>
<b>6.0 Tender Form</b>	<b>22</b>
<b>7.0 Statement of Acceptance</b>	<b>22</b>
<b>8.0 Tender Checklist &amp; Signatures</b>	<b>24</b>
	<b>25</b>

## **1.0 Request for Tender - Operation of the Miller Road Construction and Demolition Waste Disposal Site**

### **1.1 Purpose**

The Corporation of the Town of Deep River is requesting Tenders from qualified operators for the operation of the Miller Road construction and demolition waste disposal site for a five (5) year term with a possible one (1) year extension with mutual consent. It will involve all or some of the services listed below:

- Operation, maintenance and development of the Miller Road Construction & Demolition Waste Disposal Site
- Work as a partner with the Town of Deep River and its representatives to ensure compliance with all MOE regulations

### **1.2 Background Information**

The Town of Deep River is located along the Ottawa River and the Trans-Canada Highway, approximately mid-way between North Bay and Ottawa in the County of Renfrew. Deep River has a large geographic area (approximately 51 square kilometers) however the majority of the land to the south of the Town is owned by Atomic Energy of Canada Limited (AECL) and is home to the Chalk River Laboratories. The Town was established in the 1950's as a planned community for the employees at the Chalk River Laboratories and has seen both growth and decline since. According to the 2016 Census, the Town of Deep River has a population of approximately 4,100.

The Miller Road Waste Disposal Site is located in Part Lot 6, Concession XIII, in the Town of Deep River, east of Highway 17 along Miller's Side Road. Regionally the site lies in the east margin of the Algonquin Highlands and is characterized by areas of thin till over bedrock and deposits of fine sand. The Environmental Compliance Approval (ECA) allows for the use and operation of a 4.5 ha landfilling area within an 8.55-hectare property. In addition to the 8.55 ha landfill property, 14.14 ha has been registered on title as contaminant attenuation zone establishing a total site area of 22.69 ha.

The site receives construction and demolition waste generated within the geographic boundaries of the Town of Deep River and the Town of Laurentian Hills. The properties surrounding the site are comprised of Canadian Nuclear Laboratories (CNL) property to the north, south and east. As per the ECA issued on April 4, 2014 the approved capacity of the site is 321,825m<sup>3</sup>.

### **1.3 Closing Date and Time**

Tenders must be submitted prior to or by Wednesday March 2<sup>nd</sup>, 2022 no later than 2:00 PM EST. All tenders received after the specified closing time will not be considered. A virtual Public Opening will be held on March 2<sup>nd</sup>, 2022 at 2:15 PM in which Proponents' names and bid amounts will be announced. All Proponents will be invited to attend the Public Opening and a recording will be posted on the Town's website. To request access

to the virtual public opening email [jpance@deepriver.ca](mailto:jpance@deepriver.ca) no later than 2:00 PM on Wednesday March 2<sup>nd</sup>, 2022.

## **1.4 Municipal Contact**

Prior to submitting a Proposal, read the entire solicitation, including the Terms and Conditions, all addenda, any other documentation supplied by the Municipality for information purposes.

Any questions or concerns arising out of this RFP should be addressed to:

<b>CONTACT:</b>	Jessy Pace
<b>ADDRESSED TO:</b>	<a href="mailto:jpance@deepriver.ca">jpance@deepriver.ca</a>
<b>SUBJECT:</b>	<i>2022-RFT-001 Operation of Miller Road Construction and Demolition Waste Disposal Site</i>

## **2 Terms and Conditions**

### **2.1 Acceptance**

The submission of a Tender(s) indicates acceptance by the Proponent of the instructions, terms, conditions, and requirements or other information as set out in this RFT. Any variations from this information must be submitted in writing with the completed tender.

### **2.2 Municipal Information Waiver**

All information contained in this document and any potential subsequent addenda, with respect to operations, qualities, values, description of properties, losses etc., are reasonably and realistically accurate to the best of the Municipality's knowledge however, accuracy is not guaranteed by the Municipality.

### **2.3 Expenses Incurred**

Submissions are made at the sole expense of the Proponent and the Municipality takes no responsibility for any expense incurred by a Proponent in preparing or submitting its tender.

### **2.4 Conflict of Interest**

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Any possible conflict of interest of staff must be disclosed along with any means of mitigation.

## 2.5 Legal Proceedings with the Municipality

No Proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract, bid submission or business transactions.

## 2.6 Rights Reserved

The following are rights reserved by the Municipality:

- This request does not commit the Municipality to award a contract for: **2022-RFT-001 Operation of Miller Road Construction and Demolition Waste Disposal Site**
- The Municipality shall not be liable for any expense, loss or damage incurred or suffered by any proponent as a result of a non-award of this Proposal call.
- The Municipality reserves the right to ultimately select, in its own best judgment, and at its sole discretion the firm it deems best qualified to carry out this agreement.
- The Municipality's determination will be final and not open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice.
- The Municipality reserves the right to cancel, terminate or withdraw this Tender call at any time or to accept or reject all or any part of any Tender.
- The Municipality reserves the right to retain all Tenders submitted and to employ any concepts contained in a Tender regardless of whether or not that Proposal is selected.
- The proposal with the lowest cost will not necessarily be accepted.
- The Municipality reserves the right to enter into further discussions in order to obtain information that will allow the Municipality to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipality will be served.

## 2.7 Tender Bid Package

The complete tender package will include the following:

- Invitation to Tender
- Instructions to Bidders
- Tender Form
- Statement of Acceptance
- Tender Checklist & Signatures

## 2.8 Bidders Responsibility

### 2.8.1 Examination of Tender Bid Package

Before submitting a tender, each bidder shall carefully examine the complete Tender Bid

Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

### **2.8.2 Examination of Legislation**

Before submitting a tender, each bidder shall familiarize himself with all applicable legislation which governs and impacts on the performance of the work.

### **2.8.3 Independent Advice**

The bidder is responsible for obtaining, prior to submitting a tender, independent financial, legal, accounting, engineering, environmental and other technical advice

## **2.9 Interpretation of Tender Bid Packages**

If a potential bidder is in doubt as to the meaning of any part of the Tender Bid Package, or finds discrepancies or omissions from any part of the Tender Bid Package, the bidder may request an interpretation or correction thereof at any time prior to February 28<sup>th</sup>, 2022 at 2:00 PM. All requests for clarification/interpretation will be shared along with response to all proponents. Any interpretation or correction of the Tender Bid Package by the Town shall be made only by written Addendum and shall be emailed to each bidder. The Town shall not be responsible for any other explanation or interpretation of the Tender Bid Package. All communications regarding this work and the tender process shall be addressed to the attention of Jessy Pace, Administrative Assistant at [jpace@deepriver.ca](mailto:jpace@deepriver.ca). A written response should be available no later than three (3) calendar days before the tender closing date.

## **2.10 Competency of Bidder**

Bidder must be capable of performing the various items of work bid upon. They may be required to provide to the Town of Deep River, a statement covering experience on similar work and such statements of their financial resources as may be deemed necessary.

## **2.11 Tender Form**

In order to receive consideration, all bids shall be completed in strict accordance with the following:

### **2.11.1 Forms**

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Tender Form shall not be changed, and words shall not be added or subtracted except where specifically authorized by the Town in writing. Unauthorized conditions, limitations or provisions attached to the proposal may be cause for rejection of the proposal. Alterations by erasure or interlineations shall be explained or



noted in the bid over the signature of the bidder.

### **2.11.2 Name of Bidder**

If the bidder is an individual, the name and address must be shown; if the bidder is a partnership, the name and address of each partner must be shown. If the bidder is a company, the name, title and phone number of all officers must be provided and the proper persons authorized to enter into contracts for the company must sign the Forms of Tender and the corporate seal must be affixed. If the successful bidder is a company, it may be required to furnish, prior to award of the contract, a copy of the resolution of the Board of Directors authorizing the signing officer(s) to sign the tender on behalf of the company.

### **2.11.3 Submitting of Tenders**

Two copies of the bid must be submitted by hand or courier. There will be no email submissions. No bids received after the Tender Closing Date and time will be considered. Late bids will be returned to the bidder unopened. The bid shall be addressed to the Town with the name of the bidder on the envelope, and shall be delivered to the Town at the address given in the Invitation to tender on or before the Tender Closing Date. It is the sole responsibility of the bidder to ensure that such bid is received on time.

- Tenders must be for “all” work listed on any specific tender form. Tenders for part of an option will not be accepted. Bidders are asked to submit their bid on the attached tender sheet.
- All prices will be submitted in Canadian dollars and will not include HST.
- For calculation purposes the processed volume of construction & demolition waste processed at the Miller Road site has had an annual average of 3,297m<sup>3</sup>. The total volume of waste and cover deposited at the Site in 2020 was estimated to be approximately 3,625m<sup>3</sup>.

### **2.12 Withdrawal of Tenders**

- Prior to Opening  
Any bidder may withdraw its unopened or unannounced tender, either personally or by written request to [jp pace@deeperiver.ca](mailto:jp pace@deeperiver.ca), at any time prior to the Tender Closing Time.
- After Opening  
No bidder may withdrawal its tender for a period of thirty (30) days after the Tender Closing Date and all tenders shall be subject to acceptance by the Town during this period.

## **2.13 Award or Rejection of Tenders**

### **2.13.1 Reserves the Right**

The Town reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. The Town also reserves the right to waive formality, informality or technicality in any tender. While the lowest tender will be of prime consideration in determining which tender offers the best value to the Town, the Town's assessment of the bidder's overall competence, integrity and capability to perform the contract will be critical factors in the selection of a successful bidder.

### **2.13.2 No Obligation or Liability**

Submission of a tender shall not obligate nor should it be construed as obligating the Town to accept any such offer or to proceed further with the project. The Town may in its sole discretion elect not to proceed with the project and may elect not to accept any proposal for any reason. The Town shall not be liable for any information or advice or any errors or admissions which may be contained in the documents, Addendum, appendices, data materials or other documents disclosed or provided to the bidder pursuant to this Request for Tenders. The Town makes no representation, or warranty express or implied in fact or in law with respect to the accuracy or completeness of this Invitation to Tender and the Town shall not be responsible for any action, cost or liability whatsoever arising from the bidders reliance or use of such documents, appendices, data and materials presented in respect to this project.

### **2.13.3 Unsuccessful Tenders**

Unsuccessful bidders shall be notified, in writing, by the Town approximately thirty (30) days after the Tender Closing Date.

### **2.13.4 Successful Tender**

The successful bidder shall be notified, in writing, by the Town approximately thirty (30) days after the Tender Closing Date.

## **2.14 Anti-Lobbying**

### **2.14.1 Anti-Lobbying Restrictions and Require Disclosure**

Tenderers, their company staff members, or anyone involved in preparing their tender submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the RFT and subsequent procurement process. This anti-lobbying restriction extends to all staff and elected Board Council members of The Corporation of the Town of Deep River.

## **2.14.2 Instructions to Tenderers**

In the event of any such lobbying, the Town may reject any tender submission by that Tenderer without further consideration and terminate that Tenderer's right to continue in the RFT and any subsequent procurement process. All correspondence or contact by interested parties must be directly and only with the Town's issuing contact person(s) identified in this RFT. It should be duly noted by all Tenderers that this anti-lobbying restriction extends from the release date of this RFT through to the date and time when the said Agencies formally award the contract by By-law or other means. Any lobbying undertaken during this time frame by any Tenderer or their company staff members, or anyone involved with their tender submission may result in immediate disqualification from the process.

## **2.15 Execution of Agreement**

The form of agreement which the successful bidder, as Contractor, will be required to execute are included in the Tender Bid Package and shall be carefully examined by each bidder. The successful bidder shall be required to sign an Appendix to the Bylaw to execute this contract. The work is scheduled to begin as specified upon award of the Contract. This tender/contract document shall be an integral component of the agreement and shall govern the performance of the works.

## **2.16 Billing Procedure**

- The Municipality shall pay to the Contractor the agreed Contract price.
- Payment shall be made on a monthly basis and shall be one-twelfth (1/12) of the annual Contract sum. Invoices shall be prepared and submitted to the Town of Deep River at the end of each month.
- The Corporation of the Town of Deep River shall promptly pay all bills submitted hereof provided that the Town may withhold all or any portion of any payment due where it is of the opinion that the Contractor has not carried out any or all of his obligations under this Contract.

## **2.17 Arbitration**

In the case of any dispute arising between the Town and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of the Arbitration Act of Ontario. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except, (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

## **2.18 Independent Contractor**

It is agreed that the Contractor is and shall be an Independent Contractor and is not, and shall not represent himself to be, an agent of Her Majesty the Queen, the Government of Ontario or the Corporation of the Town of Deep River.

## **2.19 Town's Right to Do Work**

If, in the opinion of the Town, the Contractor neglects to execute the work properly or fails to perform any provisions of this Contract, the Town, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor including any surety or other Bond filed by the Contractor.

## **2.20 Insurance**

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Town with evidence of:

### **2.20.1 Commercial General Liability Insurance**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Town of Deep River and its successors as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town of Deep River. The successful contractor shall indemnify and hold Town of Deep River & its successors harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

### **2.20.2 Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

## **2.22 WSIB**

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act.

## **2.23 Laws, Regulations and Licensing**

The Contractor shall be responsible for complying with the terms and conditions of all laws, regulations, rules and orders issued by any governmental or regulatory authority having jurisdiction with respect to the operation of the Miller Road landfill and the terms of this agreement.

The Contractor shall comply with seasonal and other load restrictions for roads and bridges. For the information of the Contractor, the Municipality has been advised of weight restrictions on the following structures (none known by municipality at present).

It will be the responsibility of the Contractor to ensure that all vehicles used for landfill operation routes result in compliance with posted loading restrictions.

Should adjustments to haulage routes be required due to seasonal load restrictions it will be at no cost to the Municipality.

### **2.23.1 Indemnity**

The Contractor shall indemnify and save harmless the Municipality from all losses, damages, expenses, causes of action, suits, claims, demands indirectly by reason of this agreement, including any failure, neglect or refusal by the Contractor to comply with this agreement or arising from the performance or non-performance of the employees, servants or agents of the Contractor.

## **2.24 Termination and Penalties**

In the event of significant operational changes both parties will negotiate in good faith and will mutually agree to revisions to this Agreement. If, however mutually agreeable terms are not reached the Town of Deep River may terminate this agreement by providing 90 day written notice to the Contractor.

This contract is being written with the intent that reasonableness and good will shall prevail and that cooperation and common sense shall resolve problems and answer concerns; however, in the case that other circumstances come into play, the following shall govern.

If the Contractor is found to be in default in the performance of any of the obligations contained in this agreement, the Municipality reserves the right to demand compliance to this agreement and if the Contractor continues to be in default the Municipality shall be entitled to withhold payment and/or terminate the contract with sixty (60) days prior written notice

The Municipality shall be entitled to terminate this agreement on seven (7) days prior written notice upon the occurrence of any of the following events:

- The Contractor shall make an assignment in bankruptcy, shall file a Tender in bankruptcy, shall be adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;
- A receiver or receiver and manager shall be appointed to any or all of the Contractor's assets;

#### **2.24.1 Failure to Perform**

Failure to comply with all terms and conditions of the Request for Tender, and furnish contract documents within the specified time period as required herein, shall be just cause for the cancellation of the award. The Town of Deep River shall then have the right to award this contract to any other Proponent or request new Tenders.

#### **2.24.2 Labour Disputes**

The Proponent shall bear the risk and responsibility of any loss, damage or expense to the work, or to them, of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Town of Deep River to meet its obligations under the contract.

#### **2.24.3 Contractual Disputes**

In the event of a dispute between the Municipality and the Successful Proponent, both parties agree to appoint representatives, who in good faith, will use their best efforts to resolve the dispute. Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required being understood that neither party will jeopardize any claim that they may have.

### **2.25 Investigation**

The Contractor declares that in submitting a Tender for operation of the Miller Road Landfill site for the Municipality, he/she has investigated the character of the work and all local conditions that might affect this Tender and the acceptance of the contract or that not having done so investigated, he/she is willing to assume all risk of conditions arising or any items thereof, more expensive in character or more onerous to fulfill than was contemplated or known when this Tender was submitted or the contract signed.

## **3.0 Information for Proponents**

### **3.1 Description of Work**

The Corporation of the Town of Deep River is requesting proposals for the operation of the Miller Road Construction and Demolition Waste Disposal Site for a five (5) year contract

with a possible one (1) year extension with mutual consent.

The operation generally involves, but is not limited to:

- Site maintenance including temporary road access and its maintenance within the site including A gravel and B gravel etc.
- Collection of tipping fee receipts
- Bulldozing and compacting of construction and demolition waste
- Spreading cover material over waste including sand cover or other cover material as acceptable to MOE requirements
- Snow removal within the site
- Site security, manpower, supervision, access and signage
- Unacceptable/prohibited activities e.g. no open burning or smoking on-site
- Control of nuisance factors including rodents, scavenging, illegal dumping, dust and litter
- Inspection of waste prior to landfilling
- Acceptable and unacceptable waste material
- Contingency and Environmental Emergency plans
- Assisting in environmental monitoring program(s) if required by the Town for Miller Road Construction and Demolition Waste Disposal Site expansion
- Landfill and associated facility day-to-day operations protocol
- Site and equipment maintenance schedule / regime
- Staff/operator training
- Record keeping procedures and document list
- Copy of Environmental Compliance Approval (ECA)
- Contact information for site owner / operator

All works related to this job must be completed as per acceptable landfill operating procedures, related engineering principles and applicable MOE requirements, including Certificate of Approvals, codes, Town By-laws, permits, inspections and approvals.

### **3.2 Examination of The Site**

A mandatory site visit is scheduled for Friday February 25<sup>th</sup> at 9:45 AM, please arrive at the front gates at Millers Road Landfill Lot: 6, Concession: 13, Millers Road, Deep River Ontario K0J1P0. In no case shall the Town of Deep River entertain claims for additional costs resulting from the contractors' interpretation of site conditions. The contractor will be taking over a site as is and must make all allowances to bring the site to the condition defined in this document and required by the compliance regulations and best practices.

### **3.3 Term of Contract**

The successful contractor shall prepare for full operation on April 1, 2022 and shall assume all duties as outlined by this request for proposal.

### **3.4 Assignment**

The Contractor shall keep the work under his personal control, and shall not assign or transfer, without first obtaining the written consent of the Town of Deep River. The consent of the Town of Deep River of any such assignment, or transfer, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of the Contract; and the contractor shall continue to receive all notices, communications, orders, instructions or legal service, as if he were performing the work with his own plant and his own men.

### **3.5 Discharge of Employee**

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Town of Deep River shall be the sole judge), the Town of Deep River shall notify the Contractor, in writing, stating the reasons.

## **4.0 Form of Proposal**

### **4.1 Contractor Declarations**

The Contractor declares that:

- No persons, other than the Contractor has any interest in this Proposal or in the Contract proposed to be entered into;
- This Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons, making a proposal for the same work, and is in all respects, fair and without collusion or fraud;
- The several matters stated in the said Proposal are in all respects true;
- The Contractor has carefully examined the locality and site of the proposed works and contract documents relating thereto, and hereby accepts the same as part and parcel of this Contract, and does hereby Propose and offer to enter into a Contract to do all the work, provide the labour, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Contractor also agrees that this offer is to continue open to acceptance until the formal Contract is executed by the successful Proponent for said work, and that the Town of Deep River may, at any time, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.



## **5.0 Specification for The Operation of The Miller Road Construction and Demolition Waste Disposal Site**

### **5.1 General Scope of Work**

The Scope of work can be summarized but is not limited to the supply, transportation and labour to perform site maintenance, hauling of cover material, collection of vouchers, reporting, surveying, signage, landfilling, covering, consolidating garbage, road maintenance, litter clean-up, temporary fencing on site, separation and maintenance of material and management of facility, maintenance of wood piles, maintenance of the reuse area, and maintenance of good public relations.

The work shall be reported to the Public Works Department, Town of Deep River and other regulatory offices as required by provincial compliances and applicable regulations. The contractor must be familiar with this regulation and work in accordance to maintain compliance and as per certificate of approval.

The Town of Deep River reserves the right to access the site with staff and equipment. The Public Works department for the Town of Deep River and the Consulting Engineer for the project will visit the site from time to time to inspect the operation and make recommendations. All questions the contractor has regarding the operation can be directed to the Public Works Department, Town of Deep River by calling 613-584-2000 extension 107 or by email at [jpace@deepriver.ca](mailto:jpace@deepriver.ca).

The site is licensed to accept waste from the Town of Deep River, The Town of Laurentian Hills and AECL/CNL Laboratories. In no case shall material from outside of these areas be accepted unless written permission by the Public Works Department, Town of Deep River.

### **5.2 Site Attendant**

#### **5.2.1 Operators/Site Attendants**

The contractor is to staff the site with sufficient number of attendants to ensure complete supervision of all areas of the site during normal hours of operation. The Town of Deep River may request that the contractor assign additional staff to meet the site supervision and maintenance requirements.

The contractor may name the equipment operator as the site attendant.

#### **5.2.2 Qualifications**

The operators of all equipment must be qualified to operate the equipment used by the contractor at the site. The qualifications must meet the requirements of the contractor's insurance company and any other applicable standards or guidelines.

The site attendant must be knowledgeable and experienced in the operation of a construction and demolition waste disposal site and be familiar with the requirements and all other Acts and Legislation governing the work. The attendant must be able to maintain good public relations and have the judgment required to properly deal with situations as they may arise. The attendant shall also be able to maintain records as required by the regulations and follow survey information to properly maintain elevations and cell development as proposed by the consultant engineer.

The attendant must work with representatives of the Town of Deep River to operate the waste disposal site to the standards as set out in this document and in operational plans.

### **5.2.3 Record Keeping**

A summary of the notes and records to be maintained by the attendant at the site are as follows:

- description of active fill area
- description of special or abnormal waste being directed to landfill.
- description of site development and utilization
- instructions received by Town or contractor
- complaints received
- actions and responses to complaints
- hours of operation
- list of visitors to site (consultants, surveyors etc.)
- out of ordinary particulars
- loads of sand hauled to active area that day

The Contractor is advised that the logbook being completed by the contractor is and will remain the property of the Town of Deep River and will be filed with the Town at the end of each calendar year. This log is required and may be inspected by officials from time to time.

### **5.2.4 Accessibility by Phone**

The site attendant must maintain accessibility by phone during the hours of normal operation. The contractor is advised that the construction and demolition waste disposal site is not served by telephone or hydro services.

### **5.2.5 Public Relations**

It is essential that the contractor maintain good public relations with all users. If the contractor encounters a situation that is beyond their control, the Town of Deep River is to be advised immediately. The Town of Deep River reserves the right to request that an alternate attendant be assigned if adequate public relations are not being maintained as judged by the Town.

## **5.2.6 Accessibility for Ontarians with Disability Act (AODA)**

The Proponent will provide the Municipality with documentation indicating that training in accordance with the requirements of Regulation 429/07 has been provided to all of their staff who will be providing goods and services on behalf of the Municipality.

## **5.3 Hours of Operation**

### **5.3.1 Regular Hours of Operation**

The hours of Disposal Site operation are currently Tuesday, Wednesday, Thursday, Friday and Saturday from 9:00 a.m. to 12:00 p.m.

Include the option of additional operating hours for one day per week (Tuesday, Wednesday, Thursday, Friday and Saturday) from 9:00 AM to 4:00 PM. Subject to change with lack of service demand given written notice from the Contractor or Town Official with written thirty-day (30) notice.

The contractor must have attendant(s) at the site during these hours. The contractor is responsible for unlocking the main gate (opening the site) and locking the main gate (closing the site).

The Landfill Site gates shall be locked during non-operating hours.

### **5.3.2 Statutory Holidays**

The Landfill site will be closed on statutory holidays.

## **5.4 Supervision and Management**

The Town of Deep River will be using the inspection of drivers' licenses, property tax receipts and official municipal permits to identify and ensure that the wastes come from within the appropriate municipal regions. The contractor is responsible to check all individuals for proper documentation. The attendant will record the hauler's name, approximate volume, material or waste category, and date received on a Daily Record and collect the prepaid tipping permits.

The Town of Deep River has access to the site 24 hour per day if required and does not require the presentation of vouchers.

## **5.5 Landfill Disposal Site Operational Plan**

The Contractor shall work in accordance with the Certificate of Approval, MOE regulations, contract documents, consultant engineer site directions and applicable provincial and federal requirements.

## **5.6 Equipment and Operators**

### **5.6.1 Equipment Type**

Heavy equipment is required to load and transport top-cover material to the active fill area and to spread, compact and cover construction and demolition waste arriving at the site as required per regulations.

The contractor will be required to provide equipment to complete all the operations of the construction and demolition waste disposal site. The equipment shall be of sufficient horsepower to enable the equipment to perform adequately.

### **5.6.2 Backup Equipment and Emergency Equipment**

The contractor must have suitable equipment available within six (6) hours to replace any equipment, upon failure, that is provided by the contractor. The Town of Deep River reserves the right to hire equipment and back charge the contractor should the contractor fail to supply replacement equipment within the replacement time specified above.

## **5.7 Grade Control**

The contractor must provide layout and grade control in such a manner as to maintain positive drainage in the waste disposal area.

## **5.8 Cover Material**

### **5.8.1 Cover Material**

It will be the responsibility of the contractor to supply the necessary daily, interim and final cover material as and when required. The cover material and application are to conform to the specifications as required by the MOE requirements and applicable regulations and approvals.

The contractor shall stockpile, in an approved area on site, any topsoil stripped from the site. The contractor shall also stockpile, in a suitable location, any clay material directed to the site by the Town of Deep River. The clay material is intended for use as a final cover. Alternative daily cover materials including a tarp/membrane may be used.

### **5.8.2 Logging of Cover Material**

It is important to maintain records of the total volume of cover material incorporated into the landfill and thus the attendant is to log the total cover material applied to the landfill in the log book in estimated cubic metres.

## **5.9 Pest Control**

Birds, vermin, bears and other pests will be controlled by the effective placement,

compaction and maintenance of cover material over the waste. Any waste exposed by erosion or by pests will be covered immediately. The disposal site contractor shall advise the Town of Deep River of the observance of an increase in pest population at the site. The contractor may be required upon request from the Town of Deep River to provide in writing recommendations to address the issue of pest control should the problem persist.

### **5.10 Road Maintenance**

The contractor is required to maintain all roads on site. The contractor is required to provide and add gravel surfacing when required if it deteriorates. The perimeter road will be graded as required. The contractor will complete construction of the perimeter road as landfilling progresses.

The roads will typically be built and maintained using the contractor's equipment. Dust suppressants will be applied as required to prevent dusty conditions.

### **5.11 Site Drainage**

The areas on the landfill site shall be graded to maintain positive drainage in such a configuration as to prevent ponding of water on the surface. Water that is ponded on the surface will percolate through the landfill creating unwanted leachate that must be subsequently treated. Special precautions must be exercised where access roads are built up to the active fill area. If necessary, the contractor shall install culverts or other suitable drainage controls to prevent ponding of water on the fill area.

### **5.12 Fencing and gates**

The contractor shall inspect the perimeter fence on a regular basis and report repairs that need to be made to the Public Works, Town of Deep River. The contractor shall also clean up wind-blown debris that accumulates on the fence, on neighbouring properties, and along Miller Road as required or every two weeks as a minimum.

The contractor is responsible for collection and disposal of any trash or material that is left at the gate.

### **5.13 Site Appearance**

The visual impact and first impression of the public are important factors in the operation of the disposal site and a clean site contributes to user cooperation with attendants. The contractor will be responsible to maintain the site free of windblown litter. As a minimum the contractor shall pick up windblown litter. If proper daily cover is maintained the windblown debris should be kept to a minimum.

### **5.14 Burning**

No burning will be permitted on the Miller Road Construction and Demolition Waste Disposal Site. If a small fire breaks out the contractor shall make efforts to extinguish the

fire promptly and efficiently. To this end the contractor shall maintain a fire extinguisher in close proximity to the operation and in good working order. If a larger fire breaks out the operator must call the fire department without delay. Emergency phone numbers are to be maintained on site. The contractor must maintain a cellular phone at the site at the contractor's expense.

### **5.15 Permits**

The contractor shall be responsible for working in such a manner as to maintain all permits in effect in the province of Ontario.

### **5.16 Housing for Operator and Equipment**

The Town of Deep River provides a shed for contractor use. The contractor is advised that the site is not currently serviced with power, Bell or gas. The contractor must assume responsibility for the security and safety of all items and equipment brought on site.

### **5.17 Protection of Sample Wells**

A substantial leachate monitoring program has been developed for the Town of Deep River. The locations of all wells are indicated on a plan available from the Town. The contractor shall protect all monitoring wells from covering or damage.

### **5.18 Contact in Event of Emergency**

In the event of an emergency the contractor must advise:  
Public Works Department, Town of Deep River (613) 584-2000 extension 107

---

## 6.0 Tender Form

THE CORPORATION OF THE TOWN OF DEEP RIVER  
 BIDDER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(herein called the “Bidder”)

TO:

The Corporation of the Town of Deep River,  
 100 Deep River Road,  
 Box 400,  
 Deep River, Ontario,  
 K0J 1P0

(herein called the “Town”)

Price for Miller Road Landfill Operation from April 1, 2022 to March 31, 2027 – Five (5) year with a possible one (1) year extension.

Having carefully examined the complete tender bid package and having examined all conditions affecting the Work, the Bidder hereby offers to carry out the work and furnish all materials, equipment and labour necessary therefore as outlined for the sum of:

Year	Start Date	End Date	Price
Year 1	April 1 2022	March 31 2023	\$
Year 2	April 1 2023	March 31 2024	\$
Year 3	April 1 2024	March 31 2025	\$
Year 4	April 1 2025	March 31 2026	\$
Year 5	April 1 2026	March 31 2027	\$
<b>Total Price for 5 Year Term</b>			<b>\$</b>
Extension	April 1 2027	March 31 2028	\$

Include below the option of additional operating hours for one day per week (Tuesday, Wednesday, Thursday, Friday and Saturday) from 9:00 AM to 4:00 PM as requested in *item 5.3.1 Regular Hours of Operation*. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Bidder

## 7.0 Statement of Acceptance

All responses should be signed.

I/We certify that the information provided in this RFP Response Document is true and complete

I/We declare that no employee of the Town of Deep River is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the partnering municipality's representatives, relative to this Proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate on behalf of the Proponent.

Legal Company Name:	
Companies Address:	
Respondent's Signature:	
Respondent's Printed Name:	
Respondent's Title:	
Email:	
Business Phone:	



## 8.0 Tender Checklist & Signatures

### SIGNING OF REQUEST FOR TENDER AND BIDDER CHECKLIST

- TENDER FORM
- STATEMENT OF ACCEPTANCE
- SIGNATURE AND WITNESS SIGNATURE IN THE SPACE PROVIDED BELOW

**All forms must be completed and signed prior to submission**

Signing Officer Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

---