



JOINT WASTE MANAGEMENT COMMITTEE

C/O PO Box 70, Emsdale, ON P0A 1J0

INTRODUCTION

The Joint Waste Management Committee administers, on behalf of the Township of Perry and Town of Kearney, the municipal Rain Lake Road Landfill. The landfill is comprised of 4 cells. Cell 1 is nearly full and requires an Interim Closure Plan prior to deposition of refuse in the adjacent Cell 2. As part of the Interim Closure Plan for Cell 1, a suitable source of silt/clay is required to provide cover material for the portion of Cell 1 which is at the final elevation. Acceptable source material will have a hydraulic conductivity of less than or equal to 10^{-6} cm/sec. It is estimated that Cell 1 will require approximately 4,550 m³ of cover material. The material should be transported and stored at the Rain Lake Road Landfill Site to ensure its availability when required.

General Instructions and Information to Bidders

1. All quotes shall be submitted in a sealed envelope, marked as follows:

2011 Clay/Silt Material
Claudette Levac, Secretary-Treasurer
Kearney-Perry Joint Waste Management Committee
c/o Township of Perry
Box 70, 1695 Emsdale Road
Emsdale, ON P0A 1J0

Please note Ms. Levac is also the primary contact for questions during the submission process. All inquiries concerning the quote, prior to closing shall be directed to Ms. Levac by phone (705) 636-5941 or email claudette.levac@townshipofperry.ca.

2. Quotes not conforming to the following requirements will be disqualified:
 - Must be legible, in ink, by printer.
 - Must be in possession of the Secretary-Treasurer by the closing date and time.
 - Must be signed and sealed by an authorized official of the bidding organization.
 - Must not be restricted or modified in any way.
3. All quotes shall be final and binding on the proponent for a period of 90 days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Joint Waste Management Committee.
4. The Joint Waste Management Committee will not reimburse any bidder for costs related to the preparation of a quote response. This shall extend to any review, presentation, and any supplemental information provided, and shall extend to subsequent negotiations, if any with the Joint Waste Management Committee.

5. Sealed and marked quotes will be received until 4:00 pm on Wednesday, August 24, 2011. Quotes will be opened at the Joint Waste Management Committee meeting at 7:00 pm on Wednesday, August 24, 2011 at the Perry Municipal Office.
6. The Joint Waste Management Committee reserves the right to reject any and all quotes. The Joint Waste Management Committee may also, at its sole discretion, award the proposed work to other than the low bidder.
7. Proponents are advised that the Joint Waste Management Committee may negotiate terms, conditions or alterations to the proposed works specified directly with the successful bidder.
8. Bidders shall submit, within ten (10) calendar days of receiving Acceptance Notice, proof of WSIB coverage.
9. Bidders shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least two-million (\$2,000,000) dollars per accident in the name of the Township. **Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the deposit.**

PROPOSED WORK

Supply, deliver and stockpile 4,550 m³ of silt/clay material at the Rain Lake Road Landfill Site in the Town of Kearney. Suitable material will be stockpiled at the site in a location measuring approximately 60 m x 60 m.

Potential material will be tested by Genivar Inc. at the following intervals.

- a) prior to any material being moved,
- b) at approximately the middle of the transfer process and
- c) prior to the completion of the transfer.

Each of the three testing events will consist of Genivar Inc. sampling the material at the original site (in-situ or stockpiled) and running a Proctor Compaction Test, a Permeability Test and a Sieve and Hydrometer test. Testing costs will be the responsibility of the successful contractor and will be due within 30 days of invoicing. The approximate cost of one sampling event is \$1,700. Suitable material must have a hydraulic conductivity of less than 10⁻⁶ cm/sec.

The delivery method and timing will be negotiated. It is anticipated that the delivery will be during the winter of 2011/2012.

BASIS OF PAYMENT

Payment at the contract price shall be compensation in full for performing the work specified in the quote and for the supply of all labour, equipment and materials necessary to complete the work to the satisfaction of the Joint Waste Management Committee.

Invoices shall be submitted to the Joint Waste Management Committee.

DEPOSIT

Bidders shall attach to each quote submitted a certified cheque or bank draft in the amount of ten (10%) per cent of the total quote, payable to the Joint Waste Management Committee.

The deposit of the successful bidder shall be retained by the Committee until the contract has been completed to the satisfaction of the Committee. At that time, the Treasurer will be authorized to return the contractor's deposit cheque. If the contractor fails to satisfactorily complete the work, his/her cheque shall be retained by the Treasurer as damages.

The successful bidder may file with the Joint Waste Management Committee, a completed Performance Bond. The bond shall be signed and sealed by a recognized bonding company, in the amount of one hundred (100%) per cent of the total estimated work. Upon receipt of such a bond, the Committee will return the Contractor's deposit cheque.

Tender deposit cheques will be returned to the unsuccessful bidder not later than fifteen (15) days after the award of the contract.

If, in the opinion of the Township, the contractor refuses or neglects to perform the work required under this specification in an orderly manner without delay, the Township may cancel the contract and demand forfeiture of the monies represented by the deposit cheque and the Committee, may make such other arrangements for the continuation of the contract as may be deemed advisable and in the best interest of the said Committee. Upon such cancellation of the contract, the contractor shall be entitled to payment for that portion of the work which, in the opinion of the Committee, he/she has completed on the day of cancellation.