



The Corporation of
The Township of Lanark Highlands

Request for Tender PW 2020-22

Waste Depot Management

Name of Firm or Individual

Address

Telephone and Fax Number

Email Address

Name of Person Signing for Firm

Position of Person Signing for Firm

Ryan Morton, CAO/Clerk

Township of Lanark Highlands
75 George Street, P.O. Box 340
Lanark, Ontario
K0G 1K0

Telephone: (613) 259-2398 Ext. 239

FAX: (613) 259-2291

Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO at the address indicated above.

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Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, Lanark Highlands may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, Lanark Highlands may use all monies due on the Contract to correct or complete the work.....	21
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1.0 Invitation and Instructions

The Township of Lanark Highlands is requesting bids for the management and staffing of the transfer stations and landfill sites located in Lanark Highlands Township. Terms and conditions are included in Request for Tender PW 2020-22.

This document provides the detail on what is required of the successful proponent and lists specifications and qualifications to provide the goods and/or service.

All Proponents Must Register with The Township on or before August 19th on our Bidders List for their Bid to be considered. They may do so by phone.

2.0 Schedule of Events

The events and dates listed below are usual events of the tender process. The schedule provided is for guidance only and the Township reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule. The events and dates listed after the closing date may change or be postponed or cancelled.

Tender Release Date:	August 11, 2020
Questions from Proponent are due on or before:	August 21, 2020
Closing Date and Time:	August 25, 2020 at 2 p.m. local time

3.0 Tender Information and Instructions

Communication Regarding the Tender

All communication concerning this Tender shall be in writing and directed to:

Ryan Morton, CAO/Clerk
E-mail: cao@lanarkhighlands.ca

Submission of Tender

A sealed Tender Package shall be submitted at or before the closing date and time Tuesday, August 25th, 2020 at 2:00 p.m., local time. The Tender Package shall be clearly addressed as follows:

Ryan Morton, CAO/Clerk
The Township of Lanark Highlands
75 George Street,
Lanark, Ontario, K0G 1K0
Attention: Purchasing Manager Re: PW #2020-22 - Waste Depot Management

The Company Name and return address information shall be provided on the outside of the Tender Package.

Facsimile and electronically mailed Tenders will not be accepted, acknowledged, and will not be returned.

The Proponent is solely responsible for ensuring its Form of Tender is received on time and at the Township office. A time stamped receipt will be issued recording the date and time the Tender is delivered to the closing location. A Tender package delivered after the closing date and time shall not be accepted or considered and shall be returned to the Proponent unopened. The Tender shall be

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irrevocable for any reason for a period of not less than one hundred and twenty (120) days following the closing date.

Performance Security

The Proponent shall provide with the Tender Package, a letter from a Canadian Chartered Bank or a Bonding company that they will provide an irrevocable Letter of Credit for 10 percent (10%) of the sum of the first twelve (12) monthly payments or a certified cheque in that amount.

This will be returned upon successful completion of the contract.

Adjustment to a Tender Package

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a Tender Package already submitted **will not** be considered. A Proponent desiring to make adjustments to a Form of Tender shall withdraw the Tender and/or supersede it with a later Tender submission prior to the specified Tender closing date and time.

Erasures, Over-writing or Strike-outs

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strike-outs on all parts of the original submission.

4.0 Requests for Tender Term and Conditions

Understanding of Specifications and Requirements

It is understood and agreed that the Proponent, by careful examination, satisfy him/herself as to the; nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the service. The Proponent is directed to carefully examine the Request for Tender documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper to determine the correctness of the information so obtained.

While the Township has made every effort to ensure the accuracy of the information provided in the Request for Tender and otherwise to the Proponent, the Proponent shall not make any claim against the Township for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Township, private company or individual.

Omissions, Discrepancies and Clarifications

Should a Proponent find omissions from, or discrepancies in, the contract documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify the Township in writing. If the Township considers that a correction, explanation or interpretation is necessary or desirable, the Township may issue a written addendum to the contract to be signed by both parties.

Allocation of Risk

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by the Proponent by reason of non-acceptance by the Township of any Tender submission or by reason of any delay in its acceptance.

5.0 Terms of Reference

Background

The Corporation of the Township of Lanark Highlands is located approximately one (1) hour west of Ottawa. The Township has a population of 5180 divided into 3,541 households. The majority of the population is

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rural with 360 households in Lanark village. With respect to Lanark Village, there are 360 houses that receive curbside garbage and recycling services under a separate contract. All other households are service by the six transfer stations and one active landfill.

Proponents are advised that the Township is seeking to harmonize, where possible, the collection service across the Township as expressed in this tender and as such, Proponents are advised that the information pertaining to the current programs is provided for reference only.

Scope of Work

Management of Waste Depots

The materials accepted shall meet or exceed current standards. The hours that the sites are to be open are:

Waste Site	Summer May 15 th to Sep. 14 th	Winter Sep. 15 th to May 14 th
Flower Station 770 Hills of Peace Road	Wed. 4pm to 6pm Sun. 4pm to 6pm	Wed. 3pm to 5pm Sun. 3pm to 5pm
Lanark Village 115 Forbes Road	Wed. 12pm to 3pm Sat. 9am to 1pm	Wed. 12pm to 3pm Sat. 9am to 1pm
McDonald's Corners 800 10 th Conc. Dalhousie	Thurs. 4pm to 7pm Sat. 9am to 1pm Sun. 2pm to 7pm	Thurs. 2pm to 5pm Sat. 9am to 1pm Sun. 12pm to 5pm
Middleville 4686 Wolfe Grove Road	Mon. 3pm to 6pm Wed. 5pm to 8pm Sat. 9am to 3pm	Mon. 3pm to 6pm Wed. 5pm to 8pm Sat. 9am to 3pm
Robertson Lake 3962 South Lavant Road	Wed 5pm to 7pm Sat. 3pm to 6pm Sunday 3pm to 6pm	Wed. 3pm to 5pm Sat. 3pm to 6pm Sun. 1pm to 4pm
Watson's Corners 2240 3 rd Concession Dalhousie	Tue. 4pm to 7pm Sat. 2pm to 7pm	Tue. 2pm to 5pm Sat. 2pm to 5pm
Snye Road 171 Snye Road	Thur. 5pm to 7pm Sun. 12pm to 6pm	Thur. 2pm to 4pm Sun. 12pm to 4pm

- The successful proponent will collect tipping fees as per the attachment.
- The successful proponent will supply Self Contained Compaction units at each of the following sites: Lanark Village, McDonald's Corners, Middleville, Robertson Lake, Watson's Corners and Snye Road.
- Due to the quantity of waste collected at Flower Station a compactor is neither required nor prohibited.
- The actual size of the bins will be left up to the contractor.
- The Contractor is responsible for ensuring that there is always available capacity when a site is open.
- Recycling is to be delivered to the Lafleche recycling facility in Carleton Place.
- Recycling will be in accordance with current recycling policies.
- The Township will receive 100% of the revenue received from the sale of the recyclables and in turn pay for the transportation and processing.
- Purchase of additional compaction units during the contract must be formally approved by the Superintendent of Public Works.
- The contractor will be **solely responsible** for his / her employees while they are on Township property. This includes but is not limited to providing communication devices, heat, protection from the rain or elements, etc.

The attendants provided to operate the sites will be responsible for:

- Opening, closing and operating the sites during the designated hours.

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- Conducting inspections on the facility to identify any irregularities and to ensure that all on-site equipment is in good working order.
- Verifying that visitors have valid identification and pay tax in the Township.
- Refusing entry to site of otherwise un-eligible persons.
- Verifying only legal wastes are accepted and disposed of.
- Reporting spills, fires and Safety Concerns to the Township.
- Providing direction and assistance to the public in disposal of waste at the appropriate locations, including the implementation of waste management policy.
- Verifying and collecting tipping fees in accordance with approved procedures.
- Keeping a written record of significant occurrences.
- Maintaining a clean waste site, including an area 30 meters beyond the site, free from blowing litter and with all waste in appropriate locations.

Covering and compaction of waste:

- The contractor will be responsible for the covering and compaction of waste at the following sites at the indicated frequencies.
- Prior to covering the waste must be compacted with a 15,000 kilogram minimum steel wheel compactor preferably sheep-foot or otherwise approved at the sole discretion of the Superintendent of Public Works.
- The Contractor will be responsible for covering the waste to the satisfaction of the Ministry of the Environment and in accordance with the Township's C of A.
- At the Middleville Site exposed waste shall be covered at the end of each operating day during the summer months (June to September) and once per month during the winter months (October to May), ensuring that cover material consists of a minimum .15 m thickness.
- At the McDonalds Corners Site exposed waste shall be covered at the end of each operating day ensuring that cover material consist of a minimum .15 m thickness, upon opening.

Construction and Demolition Waste:

- To be received at the Middleville Site, weighed and transported to McDonalds Corners for burial.

Tonnage Estimates

The quantities set out in the tender documents, and including those in the Appendices, are approximate only and are for the sole purpose of indicating to Proponents the general magnitude of the work and shall be used for the comparison of submissions upon which award of the contract will be made.

The Township of Lanark Highlands expressly disclaims any liability whatsoever arising from reliance or non- reliance on the data provided.

Adding / Replacing Materials to Collect

Proponents acknowledge the following:

1. That further changes to the list of acceptable recyclable items for collection may be considered at a future point in time by Lanark Highlands (for example plastic bags, Polystyrene either expanded and/or crystal);
2. That further changes to the list of acceptable SSO items may be considered at a future point in time by
The Township (for example pet waste, diapers);
3. That government regulations may change requiring the mix of Recyclable Materials to change,
and
4. That other significant changes to the Recycling Program not covered in this contract may be entertained by the Township from time-to-time.

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Proponents agree that should Lanark Highlands wish to add materials to any of the collection programs, or make changes to the programs as noted above, they would negotiate in good faith with Proponent to determine the terms, if any, under which the Proponent shall begin collection of these materials or implement the other significant changes.

It shall be the responsibility of Lanark Highlands to advise residents of any changes to the items that can be recycled and the effective date of the change. The Successful Proponent shall, upon the effective date of the change to the materials to be collected, amend its collection practice to include the new materials.

A change in the quantity of recyclables, garbage or SSO collected by more than 25% (increase or decrease), in two (2) consecutive years, or at a reduced time frame if approved by the Public Works Director / Designate, may form the basis of a re-negotiation of the unit prices.

The Township has the right to amend any defined term at any time during the term of this contract. A change in any definition shall be evidenced in writing with at least thirty (30) days' notice prior to the effective date of such change by the Public Works Director / designate to the Successful Proponent.

Approved Containers

The successful proponent will allow for continued use of existing containers.

Schedule of Liquidated Damages

Incident	Liquidated Damages
Failure to meet the General Operating Details	\$100 per incident
Failure to meet the Record Keeping and Reporting Requirements	\$500 per incident
Failure to meet the Contamination Management requirements (i.e. hydraulic fluid leak from compactor).	\$100 per incident
Failure to follow the Off Loading Procedure at the Recyclables locations as required.	\$100 per incident
Failure to respond to service requests as directed by the Public Works Director / Designate	\$50 per incident
Failure to meet Customer Service Standards	\$100 per incident

Appearance of Vehicles

It is expected the collection vehicles will be maintained in a rust free condition for the duration of the contract. Throughout the contract Lanark Highlands will require the Contractor to re-paint any or all collection vehicles as determined by the Public Works Director / Designate (acting reasonably) not in a rust free condition at the Contractor's expense.

The Contractor will not display advertising on the collection vehicles unless approved by the Public Works Director / Designate. Waste management messages may be promoted on the collection vehicles with the approval of the Public Works Director / Designate. Collection vehicles may display the Contractor's name and logo. The Contractor shall ensure that each collection vehicle displays its identification number of sufficient size to be easily identified on the front, rear and sides. Any additional collection vehicles which may be required during the contract will also require a similar system of numbering.

Successful Bidder Not to Collect

The Successful Proponent will not be required to collect recyclables or garbage if the materials:

- Present a health risk to the collector (i.e. broken glass, hazardous material); or
- Are estimated to contain more than 5% non-compliant materials.

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Collection Restrictions and Limitations

Weather Conditions: If the Contractor cannot operate a site on any day because of weather conditions, the Contractor shall notify the Director of Public Works / Designate immediately, so that this information may be passed along to the public.

Spillage and Litter

The Contractor is required to clean-up spillage and loose materials resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

Mechanical or Oil Spills

The Contractor will report, promptly to the Township, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse effects are defined in the Environmental Protection Act, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment (1-800-268-6060).

In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor's Supervisor arrives on site. Absorbent will be laid down immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will apply another layer of absorbent and repeat the process until the site is in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Contractor will be responsible.

If necessary, at the Township's discretion, a power wash and, or blacktopping will be utilized at the contractor's expense as well as any other restoration as required.

Weighing of Material

To be completed on the Township's scales in order to charge tipping fees.

Contamination Management

The allowable contamination rate for recycling collection is 5%. This means 95% or more of the materials collected, by weight, must be acceptable recyclable materials. If the delivered recyclable material is assessed to have a contamination rate in excess of 5%, the Liquidated Damages, as set out will be assessed to the Contractor.

Audits and Inspections

At any time during the contract, the Public Works Director / Designate may:

1. Conduct periodic audits of the material being collected to determine the amount of contamination.
2. Survey any of the contractor's collection vehicles to ensure the contractor's collection vehicles, contractor's staff and the method of collection are in compliance with the requirements of this contract and any other legislation

Special Provisions

The Contractor acknowledges that Lanark Highlands will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which Lanark Highlands will suffer by reason of the non-performance or poor performance of the Contractor's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the Township, the parties hereby agree upon and fix as the Liquidated Damages that Lanark Highlands will suffer by reason of said non-performance or poor performance, and not as a penalty. The Township will assess Liquidated Damages for each instance of non-performance as identified. The Township may deduct and retain the amounts of such Liquidated

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Damages out of the monies that may be due or come due to the Contractor under the Contract, i.e. deduction from the monthly invoice. The Public Works Director / Designate, in his sole discretion, acting reasonably, may determine whether Liquidated Damages are to be applied.

The Contractor agrees to abide by the schedule of Liquidated Damages. The Contractor shall pay Lanark Highlands the indicated amount per incidence of non-performance or poor performance on a monthly basis. The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to Lanark Highlands. Without limiting the generality of the foregoing, the assessing of Liquidated Damages shall not prevent Lanark Highlands from recovering from the Contractor the amount of any damages incurred by The Township over and above the amount of the Liquidated Damages assessed (e.g. additional costs incurred by Lanark Highlands from measures taken to ensure that the work is completed correctly).

Contract Supervision by the Contractor

The Township will be provided, to the satisfaction of the Public Works Director / Designate, with the email addresses and telephone numbers of the Contractor's representatives who may be contacted at any time, 24 hours per day, 7 days per week, on matters relating to this contract and who shall have overall responsibility for the contract. E-mail accounts must be checked at a minimum, twice per day (10 a.m. and 2 p. m.), Monday to Saturday. This does not eliminate the need to receive routine emails, telephone calls and work orders throughout the day.

Customer Service Standards

Employees of the Contractor shall be polite, courteous and respectful towards the public at all times. The Contractor shall employ for this work, only competent and skillful workers. The Contractor shall further ensure that a high standard of service, courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public, and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of The Township of Lanark Highlands.

Health & Safety Standard

The Contractor acknowledges that it will ensure compliance with all Federal, Provincial, and Municipal Occupational health and safety regulations. The Contractor accepts the responsibility for the health and safety of its employees and its Subcontractors (if Subcontractors are used) and will take all reasonable precautions for the protection of its employees and Subcontractors.

Personnel Listing

The Contractor shall provide the Public Works Director/Designate with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, one (1) month prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory staff that will be in contact with Lanark Highlands.

Employee Appearance

The Contractor shall provide satisfactory uniforms for all staff and require them to be maintained and worn at all times. The uniforms shall include a hard hat, safety glasses, safety vests and safety shoes.

The Contractor's employees shall be required to be neat, respectful, courteous and sober at all times and shall perform the duties in a manner which shall present a high level of public relations for the Contractor and Lanark Highlands.

6.0 Pre Start-up Requirements

Implementation Schedule

The Contractor shall, within one (1) month of the receipt of a set of Executed Contract Documents, submit a proposed implementation schedule to the Public Works Director/Designate for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; arrangements to open a local office (if one is not currently in operation); initiation of agreements with the sub-contractors (if any) as well as staff recruitment and selection plans.

Collection Vehicles

A minimum of one (1) month prior to Contract start-up, the Contractor will submit for the Public Works Director's/Designate review a finalized listing of all the vehicles to be utilized in the collection program which includes:

- Make;
- Model;
- Type;
- Size (i.e. capacity, expressed in cubic yards);
- The year of purchase for each vehicle, its life expectancy and anticipated replacement date; and
- License plate numbers and Vehicle Identification numbers.

Collection Vehicle Pictures / Inspections

A minimum of two (2) weeks prior to the commencement of the Contract, the Contractor shall supply Lanark Highlands with digital pictures of each collection vehicle. The pictures will clearly show the front, rear and two sides of each collection vehicle dedicated to the Contract. The Public Works Director / Designate may elect to inspect the Contractor's fleet at the Contractor's facility at least two (2) weeks prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

Coordination Meetings

The Contractor shall attend such meetings with Lanark Highlands staff as may be required by Lanark Highlands to co-ordinate services affected by the Contract both prior to start-up and during the term of the Contract.

Innovation Clause

To ensure continuous improvement and best practices, the Contractor shall attend meetings annually, or as otherwise agreed upon, to present and discuss proposals for improvements to the effectiveness (percent of material being recovered) and efficiency (net cost of the materials recovered) of the Contract being delivered. At these meetings, both parties can bring forward and discuss possible Contract amendments. The implementation of any innovations will be at the sole discretion of Lanark Highlands and agreed to by the Contractor and subject to approval by Council.

Customer Relations

Lanark Highlands will communicate the information and instructions to residents illustrating how materials are to be prepared and placed for collection.

The Successful Proponent shall advertise a telephone number(s) for waste management services with respect to this contract. The Contractor(s) shall be responsible to maintain this specific telephone line for the duration of the contract and have it answered by a competent, conscientious, courteous employee who would be in a position of authority to respond to customer concerns in a timely fashion.

All inquiries and service requests received by the Contractor shall be recorded in an electronic format, acceptable to Lanark Highlands. As well, all responses made by the Contractor to inquiries and service

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requests shall be recorded in the same electronic system. At a minimum, the electronic system shall be capable of recording the name of the person making the inquiry / service requests, their complete address, the date and time of the inquiry/service requests, the nature of the issue/service requests and the steps taken by the Contractor to address the issue. A summary of all inquiries, service requests and responses shall be supplied by the Contractor to the Public Works Director/Designate within five (5) calendar days upon request by the Public Works Director/Designate. Similarly all service requests received by Lanark Highlands shall be recorded and forwarded to the Contractor for the required corrective action.

Customer Service

The Contractor shall maintain for the Term of the Contract, a local or toll free telephone number with means of receiving direction from Lanark Highlands and/or service requests, questions or comments from the public during regular working hours. The telephone number used must allow Lanark Highlands to reach staff between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday, in order to receive service requests, enquiries, and instructions from Lanark Highlands.

The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to Lanark Highland's concerns within twenty four (24) hours. The Contractor shall provide Lanark Highlands with an emergency after-hours contact complete with telephone number should a problem arise with the performance of the Work. The Contractor shall implement a procedure to manage all service requests and concerns relative to the execution of the Contract. This procedure shall be in writing and shall be submitted to Lanark Highlands within thirty (30) calendar days prior to the start of the Contract. The Contractor, on a monthly basis, shall report, in writing, to Lanark Highlands all service requests received and the actions taken to correct them, including the date the action(s) were taken. Reports shall include name, address and telephone number. If no service requests are received, a report is still to be submitted indicating as such.

Scavenging

Under no circumstances shall the Contractor's staff engage in scavenging of materials collected through Lanark Highlands's waste collection programs or scavenge materials at a facility designated to receive Lanark Highland's materials.

Promotion & Education

The Township will be responsible for the design, production and distribution of all required promotion and education materials.

The Contractor will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within Lanark Highlands.

Cooperation with Demonstration Projects

The Township is committed to minimizing the cost of waste management services while maintaining convenience and improving the overall diversion of waste from landfill. To this end, Lanark Highlands continues to explore new methods and techniques, and may from time to time undertake Demonstration Projects such as waste composition studies or pilot projects.

In the event a Demonstration Project is undertaken, Lanark Highlands may suspend, delay and, or monitor all or a portion of the Work in a defined area. Lanark Highlands may or may not require the Contractor's staff and, or equipment to participate in, or operate a Demonstration Project. Should the Contractor's staff and, or equipment be required, the basis of payment will be negotiated at the time of the project between Lanark Highlands and the Contractor through mutual consent. The Public Works Director/Designate reserves the right to contract or partner with any other person, agency or firm, for the purposes of conducting any Demonstration Project.

Record Keeping & Reporting Requirements

The Contractor is to maintain a comprehensive record keeping program and submit reports to the Public Works Director/Designate concerning program operations. The following table details the record keeping and reporting requirements and their respective due dates

Record / Report Title	Due Date
Age of Vehicles Report each time a collection vehicle is replaced either because it has exceeded the 10 year mark or due to mechanical failure	Within fourteen (14) days of the change
Accidents All accidents must be accurately documented (whether minor or major) involving the public or damage to public or private property	Within one (1) hour of occurrence
Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to this contract	Within two (2) business days of receipt of the record or claim
Mechanical or Oil Spills Report any spill to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Public Works Director/Designate	Immediately (within one (1) hour of the incident)
Routine Collection Issues & Corrective Actions Notify Lanark Highlands of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts/bins brought to the attention of the Contractor by Lanark Highlands	End of the day or at a time agreed to by the Township
Non-Routine Collection Issues & Corrective Actions Notify Lanark Highlands of all non-routine collection issues such as incomplete routes, disagreements between a resident and the Contractor, etc. and the proposed corrective action to be taken in response to the issue	Immediately (within one (1) hour of the incident)
Commercial Vehicle Operator's Registration (CVOR) Provide evidence of a valid CVOR throughout the term of the contract	Annually (June)
Certificate of Approval of a Waste Management System Provide evidence of a valid C of A throughout the term of the contract	Annually (June)
Resolve Claim Notification Provide written confirmation that all claims for damage from residents were resolved within thirty (30) days of the receipt of the claim	Thirty (30) days following the Claim

The following information is required to be recorded for all vehicles being weighed when tipped at the respective receiving facility:

- Date;
- Entry Time;
- Departure Time;
- Facility Name;
- Customer Name;
- Transaction Number;
- Account Number;
- Vehicle Identification Number and/or License Plate Number;
- Material Source;
- Material Type;
- Gross, Tare and Net weights (expressed in kilograms, kg); and
- Weigh master's Identification.

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The contractor shall, in addition to the records specified above, maintain and provide to Lanark Highlands on a monthly basis, a summary of material collected on behalf of Lanark Highlands and submit this information to Lanark Highlands with each invoice. This shall include, but not necessarily be limited to weights and volumes of recyclable materials delivered to the MRF.

All reporting shall be done in metric units.

The Contractor(s) shall provide consolidated, computer generated (Excel) monthly status reports for all types of collection and processing related to this contract. The reports shall be submitted to the Public Works Director / Designate at the same time as the monthly invoices. The monthly reports should be in a format acceptable to Lanark Highlands. Failure to provide the necessary backup information will result in delay of payment for services rendered.

Insurance

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/\$5,000,000 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 Township of Lanark Highlands 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 Township. The successful contractor shall indemnify and hold Township of Lanark Highlands 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 contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.

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 \$5,000,000 inclusive for each and every loss. Such insurance shall not exclude loading and unloading.

Environmental Liability

Environmental Liability coverage shall be obtained to a limit of not less than \$5,000,000. If such insurance is written on a claims made basis, coverage shall be maintained for a period of two years subsequent to conclusion of services under the agreement or contain a 24- month extended reporting. Coverage shall include Third Party Bodily Injury and Property Damage as well as On-Site and Off-Site Clean-up

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

Taxes and Inflation Adjustments

HST Shall be extra.

Price adjustments will be made for fuel and general inflation on a regular basis as outlined below.

Initials _____

Increases, or decreases, for fuel will be made quarterly (January 1, April 1, July 1 and October 1). Price adjustments for fuel will be applied to 10% of the applicable unit rate using the following formula:

$$\text{Fuel Portion Payable} = 0.1 \times \text{Unit Price (from Bid Form)} \times \text{Average weekly Diesel Fuel Price (for Preceding Quarter)}$$

Where the diesel fuel price will be equal to the Ministry of Energy's diesel fuel price for Ottawa as found on <http://www.energy.gov.on.ca/en/fuel-prices/fuel-price-data/?fuel=dsl&yr=2012>.

For example:

Unit Price for collection (from Bid Form) was \$40 per stop

Average Diesel Fuel Price for the second Quarter of 2013 was \$1.10 per Litre

The fuel portion of the unit rate adjustment beginning the third Quarter of 2013 would be:

$$(0.1 \times \$40 \times \$1.10) = \$4.40$$

The remaining 90% of unit rates will be adjusted for inflation annually on June 1 of each year. Annual adjustments (either increases or decreases) will be made to payments using the formula:

$$\text{General Inflation Payable} = 0.9 \times \text{Unit Price (from Bid Form)} \times \frac{\text{CPI June (previous year)}}{\text{CPI June (current year)}}$$

The Consumer Price Index will be equal to the Consumer Price Index for Ontario excluding gasoline, by Statistics Canada as found on <http://www.statcan.gc.ca/pub/62-001-x/2012002/t055-eng.htm>.

Invoices & Documentation

The Contractor shall submit an invoice to Lanark Highlands at the end of each month representing billing for the Work done for the previous month. The invoice will contain all required data to support that the Contract has been completed.

The Contractor shall also submit documentation on a monthly basis to accompany the invoice. Documentation will include an Excel spreadsheet, in the format agreed to by Lanark Highlands. A copy of this unlocked spreadsheet is to be emailed to Lanark Highlands each month.

Monies Due to Lanark Highlands

In the event that there are any monies payable to Lanark Highlands by the Contractor under the terms of this Contract, such monies shall be deducted from and retained by Lanark Highlands from the Contractor or may be recovered from the Contractor or the Contractor's surety pursuant to the performance bond as a debt due to Lanark Highlands.

Payment Prior to Start of Contract

The Contractor is not eligible for any payment prior to the start-up of the Contract.

When payment is made by Lanark Highlands to the Contractor, the Contractor shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.

Lanark Highlands shall not be liable for, or be held to pay, any money to the Contractor except as provided above; and on making the complete payment aforesaid, Lanark Highlands shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to the Contract, or for any act or neglect of Lanark Highlands relating to the Work, except the claim against Lanark Highlands of the remainder, if any, of the amounts kept or retained as provided above.

Initials _____

Disputes

In cases of disputes as to whether or not the service submitted meets the conditions in the accepted proposal, the decision of the Township Treasury Department shall be final and binding on all parties.

If a dispute arises between Lanark Highlands and the Contractor as to their respective rights and obligations under this Contract that cannot be resolved informally, the Parties shall use the following dispute resolution procedures to resolve such disputes:

Within fourteen (14) calendar days of the final informal attempt to resolve the dispute, the respective authorized representative shall provide a 'Notice of Dispute' to the other representative in writing.

The dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e. 50/50) between Lanark Highlands and the Contractor. The mediator will be appointed jointly by the Parties.

If the Parties are unable to resolve the dispute within a period of thirty (30) days of the first mediation session, the dispute shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended from time to time. The arbitration shall be conducted by a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree on a single arbitrator, the arbitration shall be conducted by an arbitral tribunal. Each party will appoint one (1) member who will then appoint a third member to act as chair of the tribunal. The arbitrator, or arbitral tribunal, as the case may be, will apportion the costs of the arbitration to the Parties.

The Contractor shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by the Public Works Director/Designate.

Arbitration

If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration, alleged breach of this contract, or the Contractor disputes any decision of the Public Works Director / Designate required by this contract, the Contractor shall submit a written request for a ruling to the Public Works Director/Designate with respect to the matter not later than thirty (30) days after the day the matter arose. The Contractor's request shall identify the contract terms in respect of which the matter arose, state the grounds for the Contractor's position on the matter and submit the records which support their position.

The Public Works Director/ Designate shall within thirty (30) days of receipt of the Contractor's request either:

1. Request the Contractor to submit such further and other particulars with respect to the matter as required in which case the Contractor shall submit the required particulars within thirty (30) days of receipt of the Public Works Director's/Designate's request. Following Public Works Director's/ Designate's receipt of the particulars, the Contractor's request with particulars shall be dealt with in the same way as a request for ruling,

or

2. Notify the Contractor of his decision.

The Contractor shall be entitled to an arbitration of the matter if:

1. The Public Works Director/Designate fails to respond to the request for ruling, and the Contractor gives notice to Lanark Highlands that they require an arbitration within ten (10) days of the date by which the Public Works Director/Designate was required to give his ruling,

or

2. The Contractor objects to the Public Works Director's/Designates request for particulars and the Contractor gives notice to Lanark Highlands that they require an arbitration within the time prescribed for the delivery of particulars,

or

Initials _____

3. The Contractor disputes the Public Works Director's/Designate's decision and gives notice to Lanark Highlands that they require arbitration within ten (10) days of receipt of the Public Works Director's /Designate's decision.

The Contractor shall be deemed to have abandoned the matter if they fail to observe any time limit specified in the paragraphs above unless Lanark Highlands has extended the time limit in writing. Lanark Highlands and the Contractor shall agree on an arbitrator within ten (10) days after Lanark Highlands receives the notice provided for in the paragraph above. If the parties fail to agree, either party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act of Ontario, as amended.

The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of Lanark Highlands's receipt of the notice specified in the paragraph above. No one shall be named or act as an arbitrator who is interested in anyway financially in the contract or in the business affairs of either party to it or has been directly or indirectly involved in an attempt to settle the matter.

The arbitrator is not authorized to make any decision inconsistent with the contract, nor shall the arbitrator modify or amend any of the contract terms.

The parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.

No matter may be submitted to arbitration except in accordance with the above provisions

Force Majeure

Delays in or failure of performance by either party under the contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by the occurrences beyond the control of the party affected, including but not limited to the decrees of Governments, acts of God, fires, floods, explosions, riots, war, rebellions, sabotage and atomic or nuclear incident, but lack of finances, strikes or other concerted acts by workers, delays or failure arising out of the nature of the Work to be done, or for the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work having regard to the nature thereof shall in no event be deemed to be a cause beyond the parties control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

In the event that performance of this contract in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall notify the other in writing and Lanark Highlands shall either:

1. Terminate this contract forthwith and without any further payment being made; or
2. Authorize the Contractor to continue the performance of the contract with such adjustments as required by the existence of the Force Majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.

Forfeiture of Contract

At the option of the Public Works Director / Designate, the contract, or any part thereof, may be terminated upon twenty four (24) hours written notice to the Contractor in the event that the Contractor:

At the option of the Public Works Director/Designate, the contract, or any part thereof, may be terminated upon twenty four (24) hours written notice to the Contractor in the event that the Contractor:

1. Does not execute the contract before commencing Work;
2. Fails to commence Work on the commencement date specified in this tender document;
3. Declares their inability to pay their debts as they generally become due;
4. Is judged or adjudicated to be bankrupt or insolvent;

Initials _____

5. Becomes subject to, or requests any benefits or exemptions relating to any provisions or enactments concerning bankruptcy or insolvency;
6. Breaches any term of this contract;
7. Abandons the Work; or
8. Fails to complete 100% of each days collection within the time limits provided.

In the event that Lanark Highlands terminates all or part of the contract, the Public Works Director / Designate may take whatever steps considered advisable to secure the completion of the Work, and any damages or extra expenditures thereby incurred by Lanark Highlands may be collected as deductions from the Contractor's invoices without prejudice to Lanark Highland's right to take action to recover under the contract performance bond.

Contract Termination

Lanark Highlands may terminate the Contract if:

1. Without cause at any time, upon six (6) months written notice being provided to the Contractor;
2. Immediately and without notice, if the Contractor attempts to dispose of any divertible material that was collected as part of this contract for processing at any landfill, or other disposal location;
3. Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors;
4. Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents; or
5. Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.

Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by Lanark Highlands; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the Work; or fails to perform the Work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of Lanark Highlands; or refuses to correct deficient Work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract. Any termination of the Contract by Lanark Highlands, as aforesaid, shall be without prejudice to any other rights or remedies Lanark Highlands may have. If Lanark Highlands terminates the Contract as noted above, it is entitled to:

1. Take possession immediately of all the Work and materials in progress and finish the Work by whatever means Lanark Highlands may deem appropriate under the circumstances;
2. Withhold any further payments to the Contractor until the completion of the Work and
3. Recover from the Contractor, any loss, damage and expense incurred by Lanark Highlands by reason of the Contractor's default which may be deducted from any monies due, or becoming due, to the Contractor.

Remedies

The rights and remedies of Lanark Highlands as set forth in any provision of the contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity pursuant to the provisions of this contract. The exercise of any remedy provided by the contract does not relieve the Contractor of their sureties from any liability remaining under this contract.

The Public Works Director/Designate may take such steps as he/she considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by Lanark Highlands plus a reasonable allowance for overhead may be collected by deduction of the monthly invoices. The failure of either Lanark Highlands or the Contractor to insist upon strict performance of any provisions of this contract

Initials _____

shall not be construed as a waiver of or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

Liens

The Contractor and its surety or themselves, their successors and assignees shall fully indemnify Lanark Highlands and all its' officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for lien or charged at law or inequity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. Lanark Highlands shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, its successors or assignees.

Conflicts and Omissions

Neither party to the contract shall take advantage of any apparent error or omission in the contract. Any Work not herein and specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in the contract, at the sole discretion of the Public Works Director/Designate shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.

Interpretation

No change or modification to the contract shall be valid unless it is in writing and signed by the Contractor and the Public Works Director/Designate.

Words importing the singular shall include the plural, and vice versa and words importing the masculine shall include the feminine and words importing persons shall include firms and corporations and vice versa.

Assignment

Following award of the contract, the Contractor shall not, without written consent of the Township Treasury Department make any assignment or any subcontract for the execution of any service or product hereby proposed. The consent of the Township Treasury Department may be arbitrarily withheld.

Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to Lanark Highlands, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. Lanark Highlands reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

Health and Safety

The Contractor covenants that all his employees are knowledgeable in, and follow the regulations which pertain to their duties which are included in the Occupational Health and Safety Act (R.S.O.) 1990, as amended. It should be understood that any contravention of the Act could be considered cause for the Township of Lanark Highlands to terminate the Contract.

The Contractor agrees that any damages or fines that may be assessed against the Township of Lanark Highlands by reason of a breach or breaches of the Occupational Health and Safety Act (R.S.O.), 1990, as amended, by the Contractor or any of its subcontractors will entitle the Township of Lanark Highlands to offset the damages so assessed against any monies that the Township of Lanark Highlands may, from time to time, owe the Contractor under this Contract or under any other contract whatsoever.

Initials _____

Contractors must work in compliance with the Occupational Health and Safety Act and observe obligations relating to Workplace Hazardous Materials Information System (WHMIS).

Workplace Safety and Insurance Board

The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

Written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario; and, Evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the Township of Lanark Highlands, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance, has been received by the Contractor.

Permits, Licenses and Regulations

Proponents shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. Proponents shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. Proponents shall be responsible for the safety of all workers and equipment in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

Authority to Change

No changes shall be made to this document without the approval of the Township Treasury Department.

Assignment

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Township.

Township Assumption of the Work

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, Lanark Highlands may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, Lanark Highlands may use all monies due on the Contract to correct or complete the work.

Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate in good faith the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

Initials _____

Form of Tender: Waste Site Monitoring for 2020 season (January 1st 2021 - December 31st 2021)

Location	Function	Price
Snye	Operate Transfer Station, Supply One Waste Compaction Transfer Unit.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
Middleville	Operate Transfer Station Supply One Waste Compaction Transfer Unit. Including snow removal.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
McDonalds Corners	Operate Landfill Supply One Waste Compaction Transfer Unit. Including snow removal.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
Watsons Corners	Operate Transfer Station, Supply One Waste Compaction Transfer Unit. Including snow removal.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
Lanark	Operate Transfer Station, Supply One Waste Compaction Transfer Unit. Including snow removal.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
Robertson Lake	Operate Transfer Station, Supply One Waste Compaction Transfer Unit. Including snow removal.	
	Supply One Recycling Compaction Transfer Unit.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
Flower Station	Operate Transfer Station, Transfer Waste and Recycling. Including snow removal.	
	Transfer Waste to Landfill Per Week	
	Transfer Recycling to GFL Per MT	
C&D	Transport to McDonalds Corners per MT	
Waste Covering	Per event	
Brush Burning	Per hour of supplied supervision	

The Township has the explicit right to close any of the transfer stations at any point in the contract. The Township shall give the successful proponent written notice one year before closing any transfer station.

Initials _____

Contractor- Signature

Municipality- Signature

Contractor – Print Name

Municipality – Print Name

Date

Date

Initials_____