

**Contract 2025-01-KWDS
Tender for
Killarney Landfill Site Improvements**

**Issued By:
The Municipality of Killarney**

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Public Works Department

Municipality of Killarney
Contract 2025-01-KWDS
Tender For
Killarney Landfill Site Improvements
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Division #1

Division #1 - Instructions to Bidders

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Division #1 - Instructions to Bidders

Part 1 – Introduction

1.1 Scope of Work

The Work consists of the supply of all labour, material, equipment and supervision necessary to complete the Work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing, the Work consists of the following:

- Reshaping the Cell 2 of the active fill area by relocating the existing waste material (cutting and filling), grading and compacting the surface to match the approved top of waste final design contours;
- Construction of the granular access road around the perimeter of the Landfill Cell 2 redesign area; and
- Re-configuration of the current public drop-off waste diversion area by construction of granular access roads.

1.2 General Conditions, Specifications and Drawings

The Work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings.

Part 2 – Information for Bidders

2.1 Closing Date and Time and Unofficial Results

1. Closing Date and Time

All proposals must be in the Office of the Clerk in a sealed envelope indicating Killarney Landfill Site Improvements Proposal no later than **1:30:00 p.m. (13:30:00 hours) local time on Friday, November 7, 2025** (the “Closing Date and Time”).

Address to: Candy Beauvais, Clerk Treasurer
32 Commissioner Street
Killarney, Ontario P0M 2A0
Phone: 705-287-2424 x203
cbeauvais@municipalityofkillarney.ca

NO EMAILS OR FAXED DOCUMENTS WILL BE ACCEPTED.

2. Unofficial Bid Results

The Municipality will review Bids for compliance before making an Award. An Award will be made within one (1) week of the bid closing date.

2.2 Information Meeting

An information meeting is not required.

2.3 Communications and Official Point of Contact

The Official Point of Contact for this Bid Solicitation is **Tony Nuziale** (Municipality of Killarney) and all communications with the Municipality during the procurement process shall be through the Official Point of Contact. Bidders shall not contact any other persons including Members of Council, Municipal employees or consultants retained by the Municipality regarding this Tender. A Bidder may be disqualified from bidding on the current and any future Bid Solicitations where the Bidder, its employees or anyone involved in preparing its Bid engages in any form of communication, discussion or lobbying of any form with Members of Council, Municipal employees or consultants retained by the Municipality to seek to influence the outcome of the procurement process or the award.

All communications with the Official Point of Contact shall be in writing as per Section 2.4.

Nothing herein shall obligate the Municipality to respond to any question or clarification request.

Verbal communications will not be binding on the Municipality. Bidders shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

2.4 Questions, Clarifications and Addenda

1. Clarifications and Questions

The following apply regarding any request for clarifications and questions of any aspect of the Bid Solicitation:

- Bidders must submit requests for clarification through email to the designated contract administrator;
- Where a question relates to a specific section of this Bid Solicitation, reference should be made to the specific section number and page;
- Requests for clarification or questions must be submitted as soon as possible and no later than **12:00 Noon, Thursday, October 30, 2025**.

The Municipality will provide Bidders with responses to questions that are submitted in accordance with the above, subject to the provisions of this Section. Questions and answers may be distributed by sending an email notice. In answering a Bidder's questions, the Municipality will set out the question(s), but without identifying the Bidder that submitted the question(s) and the Municipality may, in its sole discretion,

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate, and
- answer similar questions from various Bidders only once.

Any answer that is intended to result in any change to any aspect of the Bid Solicitation will be formally evidenced through the issue of a separate Addendum for this purpose.

2. Addenda/Changes to the Bid Solicitation Documents

- a. The Municipality may, in its sole discretion, amend or supplement the Bid Solicitation prior to the Closing Date and Time. No other statement, whether verbal or written, made by the Municipality or the Municipality's consultant(s), including, for clarity, the Official Point of Contact, or any other person, will amend the Bid Solicitation.

- b. The Bidder is solely responsible to ensure that it has received all Addenda issued by the Municipality.
- c. Bidders shall acknowledge receipt of any Addenda when submitting their Bid.

Addenda will be issued at least three (3) business days prior to the Closing Time Date and Time; however, the Municipality may issue other Addenda at any time. In the event an Addendum is not issued within three (3) days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received and acknowledged all Addenda that have been issued. The Municipality encourages Bidders **not** to submit their Bid **prior to** three (3) business days before the Closing Date and Time, in the event that additional Addenda are issued.

2.5 Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this Bid Solicitation. While the Municipality has used considerable effort to ensure an accurate representation of information in this Bid Solicitation, the information contained is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Solicitation is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed herein.

2.6 Quantities

While the Municipality has made every effort to ensure that quantities stated in the Bid Solicitation are accurate, the Municipality assumes no liability for any inaccuracy and the Bidder shall be paid based on the actual quantities. Stated quantities are approximate and are provided for the purpose of comparing competing Bids only.

2.7 Irrevocability of Bids

Subject only to section 2.16 - "Withdrawal of Bids", Bids shall be irrevocable and shall remain in effect and open for acceptance by the Municipality for ninety (90) days after the closing date for receipt of Bids.

2.8 Reserved Rights

The Municipality reserves the right, in its sole discretion, to reject any or all Bids, and the lowest Bid will not necessarily be accepted. The Municipality further reserves the right to award to a Bidder submitting a Bid which is not necessarily the lowest.

Without restricting the generality of the statement above, the Municipality shall not be required to award or accept any Bid and may, in its sole discretion, and at any time, choose to cancel the Bid Solicitation. Thereafter, the Municipality may take such steps as it deems fit, in its sole discretion, and may, without limitation and without any liability for so doing, issue one or more revised Bid Solicitations for the Work, complete the Work with its own forces, negotiate with any Bidder or take no further steps.

The Municipality reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where the Municipality exercises its right to waive herein it may accept the Bid as submitted or may require the Bidder to correct such issue provided that there shall be no change in the Bid price.

Where Bids received exceed the Council Approved Budget for the Work, the Municipality reserves the right to negotiate with the lowest compliant Bidder where, in the Municipality's sole discretion, the changes required to achieve an acceptable Bid are of a minor nature and will not change the general nature of the Work. No Bidder shall have any rights against the Municipality arising from such discussions or negotiations.

The Municipality reserves the right to delete any portion or part of the Work outlined and the Bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

2.9 Disqualification of Bidders

A Bidder may be excluded from eligibility to submit, or a submitted Bid may be summarily rejected, where the Chief Administrative Officer, the Chief Procurement Officer and the applicable Executive Leadership Team Member agree, in consultation with the Municipality Solicitor, in their absolute sole discretion that one of the following circumstances has occurred:

- (a) the Bidder is or has been involved in Litigation with the Municipality, its elected officials, officers, or employees;
- (b) the Bidder has failed to pay an amount owed to the Municipality when due and owing;
- (c) there is documented evidence of poor performance and/or non-performance;
- (d) the Bidder has withdrawn its Bid on a previous Bid Solicitation after Bids have been opened by the Municipality;
- (e) the Bidder is in breach of the Purchasing By-law;
- (f) the Bidder or its personnel have demonstrated abusive behaviour or threatening conduct towards Municipality employees, their agents or representatives;
- (g) the Bidder has been convicted of a criminal offence including but not limited to fraud or theft;
- (h) the Bidder has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its workers, Municipality Employees or the general public;
- (i) the Bidder is bankrupt or insolvent;
- (j) the Bidder has made a false declaration(s); or,
- (k) the Bidder has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder.

2.10 Award

The Municipality reserves the right in its sole discretion to award the Bid Solicitation in whole or in part. The Award of this Bid Solicitation is conditional upon the allocation of sufficient funds by the Council for the Municipality.

The lowest price Bid or any Bid shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation of Bids, several other considerations are to be taken into account in evaluating the Bids.

2.11 Amounts All Inclusive

Unless otherwise stated herein, the price or prices bid by the Bidder shall be in full compensation for all items including but not limited to labour, equipment, materials, mobilization, demobilization, tipping fees, income taxes, overhead and profit, permit costs excepting only applicable taxes which shall be identified separately in the Bid. Any items omitted therefrom which are clearly necessary for the completion of the Work shall be considered part of the Work and included in the price Bid, notwithstanding that it may not be directly specified in the Bid Solicitation.

2.12 Taxes, Duties and Freight

Harmonized Sales Tax ("H.S.T.") applies to all goods and services purchased by the Municipality. H.S.T. is calculated at the applicable rate and is payable by the Municipality at the time payment is made for the purchase. Bidders will be required to register for purposes of the tax, collect the tax on their taxable supplies to the Municipality and remit to governmental authorities as required by legislation. Bidders will be required to provide the Municipality with their H.S.T. registration number. The H.S.T. will be identified separately on the bid form/form of tender. The total Contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the Contract, and shall be paid by the Bidder unless otherwise provided by statute.

All invoices and progress billings issued to the Municipality must contain adequate information and supporting documentation as specified by legislation and regulations for the purpose of input tax credits and/or rebates in respect of the H.S.T. payable or paid by the Municipality. The successful Bidder, if and when required, will provide any necessary documentation that the Municipality would require to support H.S.T. recovery claims.

Prices for any Goods shall be F.O.B. destination shown and shall include all fees, tariffs, charges, surcharges and/or expenses associated with the delivery of any kind.

2.13 Substitutions

Wherever possible generic specifications have been used to describe goods or services or the term "brand name" or "equivalent" to ensure that there are fair and equitable opportunities for all Bidders.

Where, pursuant to the Bid Solicitation, the Bidder is required to supply a product or group of related products designated by trade or supplier's name followed by the words "or approved equal" or similar terminology, the Bid Solicitation shall be based only upon supplying the product or group of products so designated, which shall be regarded as the standard of quality required by the specifications.

No request for a substitution shall be made by a Bidder prior to award of the Bid Solicitation. Subsequent to the Award, substitutions shall be made only with the prior written approval of the Municipality, which approval shall be at the sole discretion of the Municipality. No Bid price shall be based on a presumed acceptance by the Municipality of a substitute item or supply.

2.14 Materials/Equipment

Goods of any type procured by the Municipality hereunder shall be new and unused, of good quality and free from defects in workmanship, material and design. Receipt by the Municipality of any goods, materials or equipment shall not waive any of the Bidder's obligations herein and any defective goods, materials or equipment shall be returned and replaced at the Bidder's sole risk and expense.

Unless otherwise stated, Goods, materials and equipment supplied shall comply with all applicable specifications and industry standards, whether or not such specifications or standards are referenced in this Bid Solicitation (for example CSA, ESA, UL, etc.).

2.15 Costs Incurred by Bidders

All expenses involved with the preparation and submission of Bids to the Municipality, or any Work performed in connection therewith shall be the responsibility of the Bidder. No payment will be made for any Bid received or for any other effort required or made by the Bidder prior to commencement of Work as defined by the Bid Solicitation.

2.16 Withdrawal/Revision of Bids

Bidders may revise or withdraw their Bid **prior to** the Closing Date and Time. However, the Bidder is solely responsible to:

- a) make any required adjustments to their Bid;
- b) acknowledge the Addendum/Addenda; and
- c) Ensure the re-submitted Bid is **RECEIVED** by the Closing Date and Time.

2.17 Limit on Liability

The Bidders agree that, if the Municipality is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the Municipality for any matter or relating to or arising from any act or omission by the Municipality, whether based upon an action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Bidder's cost of preparing its Bid.

2.18 Debriefing

Bidders may, within 60 business days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the Official Point of Contact for a debriefing and the Municipality shall arrange a debriefing meeting to discuss the details of the particular Bidder's submission.

Where a Bidder is dissatisfied subsequent to the debriefing meeting, he or she may, within 10 business days of the date of the debriefing meeting, file a formal written complaint to the Municipality's Purchasing Agent which complaint shall be investigated and a written response provided within 60 business days of receipt of the formal written complaint.

2.19 Anti-Idling

The Municipality endeavors to be an environmentally responsible municipal government. We encourage contractors performing Work on behalf of the Municipality to avoid, whenever possible, unnecessary engine idling.

2.20 Application of Municipal Freedom of Information and Protection of Privacy Act

By submitting a Bid, the Bidder agrees that any and all information contained in its Bid will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commissioner (IPC) has held that unit pricing, quantities and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the Municipality reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Bidder, in submitting its Bid, hereby consents to such disclosure.

2.21 Conflict of Interest

Bidders shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Bidder from participating in the Bid Solicitation.

Part 3 – Submission Requirements

3.1 Submission Requirements

Bids will be evaluated on the basis of all information provided by the Bidder. Each Bid will be reviewed to determine if the Bid is responsive to the mandatory requirements outlined below. Failure to comply with these requirements will deem the Bid non-compliant. The Municipality requires that the Bidder supply the following for its Bid Submission:

Requirement	Content	Mandatory (Y/N)	Submission Instructions
Step 1: Schedule of Prices	Schedule of items and bid price(s) that make up the Contract Price indicated in Division #2, 1. Schedule of Unit Prices.	Y	Refer to Step 1: Schedule of Prices, discussed within Division #2. Enter all required information.
Step 2: Specifications	Bidder Information Form	Y	Refer to Step 2: Specifications Bidder Information Form, discussed within Section 3.2 below. Enter all required information.

Requirement	Content	Mandatory (Y/N)	Submission Instructions
Step 3: Bidder's Declaration & Addenda (if applicable)	Declaration, Addenda (if applicable)	Y	Refer to Step 3: Bidder's Declaration & Addenda, discussed within Section 3.3 below. Read and acknowledge the Declaration and any applicable Addenda.

3.2 Bidder Information Form

Bidders must complete all details requested in this **Step 2: Bidder Information Form** and include this completed form in the proposal. No changes to this form must be made, except for completing the requested information in the spaces provided.

Step 2: Bidder Information Form

Please fill out the following form, naming one (1) person to be the Bidder's contact for the Bid Solicitation process and for any clarifications or communication that may be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Email:	

3.3 Bidder's Declaration & Addenda

Bidders must read and acknowledge this **Step 3: Bidder's Declaration & Addenda** and include this completed form in the proposal. No changes to this form must be made, except for completing the requested information in the spaces provided.

1. Acknowledgement of Non-Binding Procurement Procedures

The Bidder acknowledges that the Bid Solicitation process will be governed by the terms and conditions of the Bid Solicitation, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process, and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Municipality and the Bidder unless and until the Municipality and Bidder execute a written Contract for the services.

2. Ability to Provide Services

The Bidder has carefully examined the Bid Solicitation documents and has a clear and comprehensive knowledge of the services required, detailed in Divisions #3 and #4. The Bidder represents and warrants its ability to provide the services in accordance with the requirements of the Bid Solicitation and the rates set out in its proposal.

3. Non-Binding Pricing

The Bidder has submitted its pricing in accordance with the instructions in the Bid Solicitation. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

4. Acknowledgement and Receipt of Addenda

The Bidder acknowledges its receipt of the following addendum and, that the pricing quoted includes the provisions set out in such addendum:

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

5. **Certification and Acknowledgement of the Bid Solicitation Process**

By signing **Step 3: Bidder's Declaration & Addenda Form**, we the Bidder, certify and acknowledge the following:

- We have carefully read and examined this Bid Solicitation document, including all Parts, Divisions and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Bid Submission. We can provide the Services detailed in the Bid Solicitation for the pricing submitted in this Bid Submission and acknowledge that we have read and completely understand and accept all terms of the Bid Solicitation.
- We certify that the statements made in this Bid Submission are true and submitted in good faith.
- We agree that this Bid Submission is subject to the acceptance of the Municipality.
- We agree that, among other matters, the lowest or any Bid Submission will not necessarily be accepted by the Municipality.
- We acknowledge and understand that the Bid Solicitation process and the submission of this Bid Submission do not give rise to any contractual obligations whatsoever between the Municipality and us, the Bidder, and that no contractual obligations shall arise between the Municipality and us, the Bidder, until and unless we execute a written Contract with the Municipality.
- We certify that, in relation to this Bid Solicitation process, we have not engaged, nor our Sub-Consultant(s) (if applicable), in any conduct which would constitute a conflict of interest. We also understand that we must declare in our Bid Submission any situation that may be a conflict of interest in submitting our Bid Submission or, if select, with the contractual obligations of the Consultant under the Agreement.
- We hereby consent to the disclosure of any information provided in our proposal, on a confidential basis, by the Municipality to advisers retained by the Municipality (if applicable) to advise or assist with the Bid Solicitation process, including with respect to the evaluation of this proposal.
- We declare the submitted Bid Submission, and all other terms, are valid for a period of ninety (90) days from the Bid Closing Date and is irrevocable during that period.
- We accept and agree to the Terms and Conditions and all other terms, conditions and provisions of the Bid Solicitation in its entirety, without qualification.

6. Certification Signature

The Bidder hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Bidder:

_____	_____
Signature of Bidder Representative	Signature of Witness
_____	_____
Name of Bidder Representative	Name of Witness
_____	_____
Title of Bidder Representative	Date

Date	
I have the authority to bind the Bidder.	

7. Submission Checklist

The Bidder shall include all listed items in their Bid Submission. Failure to provide the items required may result in the rejection of the Bid Submission as incomplete. The Bidder shall mark an "X" or check mark in the "Included" column to indicate the items that are included in their Bid Submission.

Requirements	Included
Step 1 – Schedule of Unit Prices	☐
Step 2 – Bidder Information Form	☐
Step 3 – Bidder's Declaration & Addenda	☐

Part 4 – Terms and Conditions

4.1 Payment Terms

Unless otherwise specified, the terms of payment for all invoices relating to this Bid Solicitation are net 30 days and the successful Bidder shall only invoice the Municipality for Construction provided in accordance with the Bid Solicitation or as may be mutually agreed in writing between the parties. Invoices shall include the contract number for the Bid Solicitation and any purchase order number, where applicable. Failure to reference the Contract number and/or purchase order number, where applicable, may result in the delay or non-payment of invoices.

The Municipality will make payment for approved invoices by cheque. At the time of contract execution, the successful Bidder shall provide the required banking information to facilitate payment. Bank accounts must be held at a financial institution in Canada and all payments will be made in Canadian or US funds. In the event that the banking information changes, the successful Bidder shall be responsible for providing forthwith the updated information to the Municipality.

For Bid Solicitations that involve Improvements as defined in the Construction Act, the Bidder shall follow all steps required by such legislation and payment(s) by the Municipality shall be made in accordance with the provisions thereof.

Where the Municipality is of the opinion, in its sole discretion, that there are issues of quality, defects, non-conformance or non-performance the Municipality, in addition to other legal rights it may have, reserves the right to withhold payment in an amount appropriate given the nature of the issue(s) until such issue(s) have been rectified to the Municipality's satisfaction.

4.2 Permits, Licenses and Approvals

Unless otherwise stated, the successful Bidder shall be responsible for applying for, obtaining and maintaining, at its own cost (excepting building permit fees, municipal site plan approval or committee of adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of the Work in accordance with the Contract and shall not do or cause to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the successful Bidder is called to any such violation on the part of the successful Bidder, or of any person employed or engaged by the successful Bidder, the successful Bidder shall immediately, at its sole expense, cease such action and correct the violation. Further, upon completion of the Work, the Bidder must furnish final certificates of approval by the inspecting authority, where applicable and required.

4.3 Cancellation/Suspension/Termination

The Municipality, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, by notice in writing to the Bidder, to cancel or delete any portion of the Goods, Services or Construction that are the subject of this Bid Solicitation and the Bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The Municipality, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, upon thirty (30) day's notice in writing to the Bidder, to suspend or terminate without cause the Contract entered into hereunder and the Bidder agrees to such suspension or termination without any claim whatsoever because of such suspension or termination.

The Municipality may immediately terminate the Contract by notice in writing where, the Municipality, in its sole discretion, determines that the Bidder has failed to perform or supply the

Goods, Services or Construction that are the subject of this Bid Solicitation or failed to comply with the requirements of the Contract between the parties.

4.4 Workplace Safety and Insurance Board

Prior to commencement of any Work herein, the successful Bidder shall provide to the Municipality a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Bidder shall maintain its good standing and shall provide to the Municipality current Certificates of Clearance throughout the duration of the Contract.

In addition, the successful Bidder shall be required to provide a current Clearance Certificate to Construction Services for the payment of monthly progress certificates. Progress payment shall not be issued without a current Clearance Certificate. This also applies to any other payment.

4.5 Insurance

For the duration of this Contract, the successful Bidder shall, at its expense maintain in effect, with an insurer licensed in Ontario the following insurance coverage and policies:

- a) Commercial General liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) Dollars. Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the Commercial General Liability policy. Such policy shall include clauses for coverage of non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, tenants legal liability, cross liability, severability of interest and, where the Work involves the use of explosives, the insurance shall include coverage for the use of explosives. The policy must also cover any bodily injury and/or property damage claim, as a result of the hook/tow/hoist operations; as an endorsement or extension of coverage under the Commercial General Liability policy;
- b) Automobile liability insurance including all vehicles and commercial trailers owned or leased by the successful Bidder, for an amount not less than Five Million (\$5,000,000) Dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement; and
- c) The successful Bidder shall carry Contractors Pollution Liability or Sudden and Accidental Pollution liability coverage insurance with a minimum discovery and report period of 120 hours, covering the Work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000) Dollars and shall remain in force for twelve (12) months following completion of Work.

Each policy of insurance shall provide that the policy shall be non-contributing with and shall apply only as primary and not as excess to any other insurance available to the Municipality. To the extent applicable, the policies herein shall include the Municipality as an additional insured with respect to the successful Bidder's operations, acts and omissions relating to its obligations under the Contract. Each policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the successful Bidder. The successful Bidder shall be responsible to pay all deductible amounts.

Each policy of insurance shall also provide that neither the successful Bidder nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Municipality thirty days prior written notice. No policy shall contain any provision which would contravene the obligations of the successful Bidder hereunder or otherwise be to the detriment of the Municipality.

Within 14 calendar days of being advised of the award, the successful Bidder shall provide or cause to be provided to the Municipality a certificate of insurance completed by its insurer, in the Municipality's standard form, or using an insurance companies authorized certificate of insurance document signed by an authorized representative of the insurance company, which shows that the policy or policies placed and maintained by it complies with the requirements of this Bid Solicitation. Should a portion of liability coverage be written under the form of an Umbrella or Excess Liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limits. Upon request by the Municipality, the successful Bidder shall forthwith provide full copies of the insurance policies required herein.

The successful Bidder shall not commence Work until satisfactory evidence of insurance has been filed with and approved by the Municipality. No review or approval of any such insurance certificate by the Municipality shall derogate from or diminish the Municipality's rights or the successful Bidder's obligation contained in this Agreement. The successful Bidder shall further ensure that evidence of the continuance of said insurance is filed with the Municipality prior to each policy renewal date for the duration of the contract.

The taking out of insurance shall not relieve the successful Bidder of any of its obligations under this Bid Solicitation or limit its liability hereunder.

CAUTION: It is the successful Bidder's responsibility to purchase such coverage including but not limited to all forms of liability coverage, property; equipment and contents coverage; boiler and machinery; crime and business interruption that are usual to that of a prudent business operation providing the same services, goods or productions within Canada. The limits and types of coverage requested herein are minimum requirements and may not reflect appropriate limits of insurance, potential insurable risks or exposures for all circumstances. It is the responsibility of the successful Bidder relying on the advice of their insurance and or legal representative to purchase higher limits or any additional coverage appropriate for all claim circumstances.

4.6 Indemnification

The Contractor shall defend, indemnify and save harmless the Municipality and its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and/or in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

The Contractor covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer ("Compliance Requirements") and hereby indemnifies and holds harmless the Municipality from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Municipality relating to any failure of the Contractor, their employees, agents or contractors to comply with any Compliance Requirements. The Contractor shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contractor hereby acknowledges and agrees that it shall be solely responsible and liable to the Municipality for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.

4.7 Set-Off

During the term of the Contract, the Municipality reserves the right to set-off any indebtedness of the Bidder to the Municipality, regardless of how such indebtedness arises, against amounts owed to the successful Bidder hereunder.

4.8 Ownership of Deliverables

Unless otherwise stated and to the extent permitted by law any deliverables required of the successful Bidder hereunder shall be the exclusive property of the Municipality. The Municipality shall own all rights of copyright and such deliverables shall not be used, copied or modified by anyone without the prior written permission of the Municipality.

4.9 Salvage Goods

If the Work herein involves the removal or replacement of any Goods, material or equipment that may be of some continuing value, such Goods, material or equipment shall remain the property of the Municipality unless otherwise stated herein and the successful Bidder shall return or provide such Goods, material or equipment to a location as determined by the Municipality.

4.10 Confidentiality

The successful Bidder agrees that all personal information that it acquires knowledge of as a result of the Work will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act. The successful Bidder shall not at any time before, during or after completion of the Work, use or disclose any personal or confidential information communicated to it or acquired by it in the course of carrying out the Work for any purpose other than the completion of the Work herein, in accordance with applicable law or as specifically agreed in writing by the Municipality.

4.11 Accessibility

The Municipality is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the standards under the Accessibility for Ontarians with Disabilities Act, 2005, (the "Accessibility Act") as may be amended from time to time.

Regulations enacted under the Accessibility Act apply to the Municipality and third parties that provide goods and services to members of the public. The successful Bidder and any subcontractors hereunder will meet or exceed compliance with all applicable regulations under the Accessibility Act and it is the successful Bidder's responsibility to ensure it is fully aware of and meets all requirements.

4.12 Applicable Law

The successful Bidder shall comply and ensure compliance with all applicable laws, regulations, rules and by-laws of the federal, provincial and municipal governments.

This Bid Solicitation and any Contract entered into between the parties hereunder shall be governed and construed in accordance with the laws of the province of Ontario. Any legal proceedings shall be commenced before the Superior Court of Justice in the District of Sudbury.

4.13 Assignment

The Bidder shall not assign, transfer, convey or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the Municipality which consent may be withheld or granted subject to conditions, in the Municipality's sole discretion.

4.14 Occupational Health and Safety

The successful Bidder acknowledges that it has read, understood and shall at all times comply and take all necessary steps to ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and any and all applicable industry standards and guidelines (the "Health & Safety Requirements") pertaining to the Work. The successful Bidder for this Bid Solicitation shall be the Constructor for the purposes of the Occupational Health and Safety Act (the "OHSA"), any regulations thereunder and any applicable industry standards and guidelines pertaining to the Work and shall meet all applicable requirements including but not limited to registration as a "constructor" and filing of a Notice of Project as may be required.

Without limiting the generality of the foregoing, the successful Bidder shall be responsible for taking every precaution reasonable in the circumstances for the protection of all workers associated with the Work, whether employed by the successful Bidder, the Municipality, or a third party. The successful Bidder shall be solely and exclusively responsible for controlling the site of the Work and shall take all necessary steps to effectively direct and supervise the Work to ensure conformity with the Health & Safety Requirements.

The successful Bidder shall ensure that it has implemented and maintains a comprehensive safety program in relation to the Work including but not limited to having written policies and procedures relating to health and safety aspects of the Work, training on the Health & Safety Requirements, standards and guidelines and monitoring and enforcement of its safety program.

Upon request, the successful Bidder shall provide the Municipality with its health and safety policies and program for control and supervision of the Work by the Constructor. The successful Bidder agrees that the receipt and/or review by the Municipality of any health and safety policies, procedures or programs of the successful Bidder shall not constitute an approval as to the content of such policies, procedures or programs and it shall be the responsibility of the successful Bidder to ensure that such documents meet the Health & Safety Requirements.

The successful Bidder shall be responsible for the selection of its subcontractors and shall be solely responsible for the means, methods, techniques, sequences and procedures and for coordinating the Work and ensuring that foreseeable health or safety hazards are known by its own employees and the employees of any subcontractor as well as the employees of the Municipality or any other third parties required to be at or on the project. The successful Bidder shall ensure that all of its employees and the employees of any subcontractor are qualified to perform the Work and are trained in the Health & Safety Requirements. The Municipality or its authorized representatives shall have access to the site of the Work at all times for the purposes of determining compliance with the requirements of the Bid Solicitation and it is understood and agreed that the Municipality shall not be performing any supervisory or inspection function with respect to the Health & Safety Requirements or controlling the Work at the site of the Work.

Part 5 – Definitions and Interpretation

5.1 Definitions

“Municipality” means the municipal corporation of the Municipality of Killarney.

“Contract Price” is defined in Division #2 1. Schedule of Unit Prices.

“Work” shall include all Construction described or required by this Bid Solicitation.

5.2 Interpretation

- (a) Terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the Municipality’s Purchasing By-law, as amended from time to time.
- (b) All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

Division #2

Division #2

1. Schedule of Unit Prices

1. Schedule of Unit Prices

All unit prices are to be entered into the first Step "Schedule of Prices".

Summary of Contract Prices:

The following parts will make up the Contract Price.

Total Part "A" – Killarney Landfill Improvements

Contract Price does not include HST.

Abbreviations Used in the Schedule of Unit Prices:

*S.P. = Special Provisions
*L.S. = Lump Sum
*OPSS = Ontario Provincial Standard Specifications
*OPSD = Ontario Provincial Standard Drawings

**SCHEDULE OF UNIT PRICES
MUNICIPALITY OF KILLARNEY
KILLARNEY, ONTARIO
KILLARNEY LANDFILL IMPROVEMENTS**

S.P.	Item	Description	Quantity	Unit	Unit Price	Total
1	1	Survey (Existing Conditions, Post Re-Grade)	2	Lump Sum		
1	2	Re-grading the Phase 2 Area (5,563 cubic metres)	1	Lump Sum		
2	3	Perimeter Road - Supply & Install 150 mm of Granular A	240	m ³		
2	4	Perimeter Road - Supply & Install 300 mm of Granular B	480	m ³		
2	5	Waste Diversion Area Road - Supply & Install 150 mm of Granular A	25	Lump Sum		
2	6	Waste Diversion Area Road - Supply & Install 300 mm of Granular B	50.0	m ²		

Division #3

Division #3**Special Provisions**

Section	Description
1.	Commencement and Completion
2.	Public Relations
3.	Operational Constraints
4.	Pre-Construction Inspections
5.	Project Signs
6.	Site Office
7.	Construction Record Data
8.	Environmental Considerations
9.	Spill Reporting
10.	Other Submittals
11.	Surface Drainage
12.	Restoration
13.	Contingency Plan
14.	Dewatering
15.	Snow Fence and Silt Fence
16.	Straw Bale Flow Check Dam
17.	Equipment Restrictions
18.	Pre-Construction Meeting
19.	General Manager Designate
20.	Contract Items

1. Commencement and Completion

The successful Bidder shall comply and ensure compliance with all applicable laws, regulations, rules and by-laws of the federal, provincial and municipal governments.

a) Progress of the Work and Time for Completion

The Contractor shall begin Work within one week of written instructions to do so and shall diligently prosecute his Work on this Contract to completion by **December 5, 2025**. Working days do not apply to this contract.

b) Liquidated Damages

The parties to the Contract hereto agree that the Contractor will pay to the Corporation the sum of **\$1,000.00** per day **Liquidated Damages** for each and every calendar day's delay in finishing the Work in excess of **December 5, 2025**. Working days do not apply to this contract.

2. Public Relations

a) Public Enquires/Complaints

It is crucial in undertaking this contract that good public relations be maintained between the Municipality and the Public. All efforts shall be made by the Contractor so that enquiries, complaints and problems can be responded to immediately.

b) Non-Regulatory Signage

All non-regulatory signage shall be posted in English and French languages as per the Municipality's French Language Policy.

The Bidder shall include all costs necessary, within the tender prices, to ensure that the contract is carried out in accordance with the above requirements.

3. Operational Constraints

a) Landfill Operations

The Work shall not interrupt the regular landfilling operations at the Site or the regular flow of traffic to the public disposal and drop off areas.

b) Site Access

Site access will only be provided from Monday to Friday – 8:00 a.m. to 6:00 p.m.

c) Delineation of Working Area

The working area must be clearly established and delineated throughout the duration of the construction activities in order to ensure that the public and the landfill operators do not disturb the working area.

Confine operations to limits of working area and provide temporary access roads as needed and at no additional cost.

Confirm approved working areas with Municipality and Engineer prior to construction.

Contractor to provide a drawing outlining proposed work area(s), staging area(s), storage area(s), location(s) for trailers, etc. to Municipality and Engineer for approval prior to construction.

d) Dust Control

Undertake dust control using water or dust suppressant approved by Municipality Representative in all active working areas. Use of calcium chloride is not permitted.

Increase frequency of dust suppressant use on site roads when necessary or as directed by the Municipality or Engineer.

Treat active work area with water or dust suppressant as required by the Municipality or Engineer during high winds and extreme weather.

Maintain vegetation in landfill buffer area.

e) Protecting Monitoring Wells

Monitoring wells and other works are installed around the site. The Contractor shall preserve and protect these locations. The Contractor is directly responsible for cost of restoring any monitoring well or other facility damaged by his operations.

Where necessary to adequately protect monitoring wells, surround the wells with snow fencing as directed by the Municipality or Engineer.

4. Pre-Construction Inspections

Complete respective pre- and post-construction surveys of the working area.

5. Project Signs

Project Signs are not required.

6. Site Office

A site office shall not be required.

7. Construction Record Data

Contractor to complete pre- and post-construction surveys as identified in work specifications, provide digital files to Owner as identified, and prepare Record Drawings as required. Each of these deliverables are to be approved by the Engineer prior to submission to the Municipality.

8. Environmental Considerations

- Confine construction to designated areas and erect barricades to protect areas where no Work is to be performed.
- Submit to Engineer plans showing areas to be used during construction.
- Vegetation removal shall be limited to work areas only.
- Sediment and erosion control measures such as silt fences shall be put in place

before commencing construction, where directed, to minimize impact to the natural environment.

9. Spill Reporting

In the event of a spill or other emission of a pollutant into the natural environment, notify:

1. The Ministry of the Environment (Tel: 1-800-268-6060);
2. The municipality within the boundaries of which the spill occurred (Municipality of Killarney);
3. The person having control of the pollutant, if known; and
4. The Municipality and Engineer.

10. Other Submittals

In addition to the construction record data outlined in Section 7 above, the following is a list of the deliverables to be submitted to the Engineer and the Municipality for approval at various instances throughout the duration of the contract as outlined within the special provisions and specifications:

- Pre-construction topographic survey;
- Post-construction topographic survey;
- Material data information, including gradation analysis for perimeter road material; and
- Compaction testing results.

11. Surface Drainage

- A. Incorporate appropriate sediment retention measures to ensure sediment and debris are not discharged to ditches and watercourses. This includes installation of silt fences and straw bale flow check dams as required.
- B. Incorporate appropriate containment berms, diversion ditches and grading as required to manage and contain surface water during all phases of construction in accordance with the requirement of the Engineer and the Municipality at no additional cost.

12. Restoration

- A. The lump sum price for restoration is to include the cost to restore all areas on site disturbed by the work to conditions equal to or better than existing.
- B. Contractor to provide photographic documentation of existing surface conditions in all areas of the site affected by construction including but not limited to the Cell 2 Area and site access roads. These photographs are to be taken before and after construction to record the condition of existing features. Contractor to provide 48 hours' notice to Municipality and Engineer, in order to provide an opportunity to be present during the photo sessions. Contractor to provide digital copies of the photographs to the Municipality and Engineer prior to beginning any work on site. Photographs to be taken at 50m intervals at a minimum. The photographs may be referenced when reviewing restoration requirements on site.

13. Contingency Plan

- A. Prior to construction prepare a contingency plan for control and clean-up of a spill that includes names and telephone numbers of persons in local municipalities to be notified of a spill; companies experienced in control and clean-up of contaminated materials; and proposal for immediate containment and control of spills.

14. Dewatering

- A. Dewatering of standing surface water in the work areas during construction will be completed by the Contractor. Contractor to coordinate dewatering requirements with Municipality during construction. No dewatering shall occur without the consultation and subsequent approval of the Municipality. Collected surface water shall be conveyed to an on-site stormwater pond unless directed otherwise by Municipality or Engineer.

15. Snow fence and Silt Fence

- A. Place and maintain 1.2 m high snow fence (to surround observation wells and other features to be protected) as directed by the Engineer. Remove fences on completion of the work unless otherwise directed.
- B. Place and maintain silt fence per OPSD 219.110 as directed by the Engineer. Remove fences on completion of work unless otherwise directed.
- C. Payment for the unit price per metre of fence provided will be made for supply, installation, maintenance, removal if required by Engineer, disposal off-site and restoration, including fine grading of disturbed areas as a result of the removal of fence as specified.

16. Straw Bale Flow and Check Dam

- A. Place and maintain straw bale flow check dams per OPSD 219.180 as directed by the Engineer. Remove straw bale flow check dams on completion of work unless otherwise directed.
- B. Payment for the unit price per straw bale flow check dam provided will be made for supply, installation, maintenance, removal if required by Engineer, disposal off-site and restoration, including fine grading of disturbed areas as a result of the removal of straw bale flow check dam as specified.

17. Equipment Restrictions

Not applicable.

18. Pre-Construction Meeting

Following Contract execution, a pre-construction meeting shall be scheduled with the successful Bidder. The successful Bidder will be required to submit to the Municipality the following information at that time and prior to commencement of any Work, namely:

- A construction schedule;

- Site Layout Plan including staging area and storage area;
- Any plans or other documentation required by the Occupational Health and Safety Act or the regulations adopted thereunder, including:
 - a. Spill contingency plan
 - b. Emergency response plan
- A listing of subcontractors, where permitted, and suppliers that the Bidder wishes to utilize for completing the Work; and,
- The name, address, phone number and email of the successful Bidder's representative who will be handling claims from the general public.

19. General Manager Designate

The Project Manager has been designated by the Municipality to act on their behalf for the purpose of administering the Contract. Without limiting the generality of the forgoing, the Contractor shall direct all notices, documents, invoices, potential claims, requests for additional compensation and dispute resolution to the Project Manager, and copy the appointed Contract Administrator (where applicable), as specified below:

Project Manager

Name: Tony Nuziale

Title: Public Works Superintendent

Office: (705) 287-1040

Cell: (705) 920-0027

tonynuziale@municipalityofkillarney.ca

Killarney, ON, P0M 2A0

Contract Administrator

Name: Alana Valle

Title: Contract Administrator

Office: (705) 521-0560

avalle@pinchin.com

20. Contract Items

The items in the Schedule of Unit Prices are intended to cover and include the supplying of all labour, equipment and materials (except as noted in the Information to Bidders and Special Provisions) necessary for the completion of the various works called for in this contract and the prices set out in the Schedule of Unit Prices for the said items shall be full compensation for the labour, material and equipment supplied to do all the Work covered by the said items.

Following are special provisions pertaining to items listed in the Schedule of Unit Prices.

Contract 2025-01-KDWS

Tender For

Killarney Landfill Site Improvements

Special Provisions Indexing

1. Earth Works & Grading Landfill Cell 2
2. Waste Transfer Area and Access Road Improvements

Earth Works & Grading – Landfill Cell 2 Area

S.P. #1

The Killarney Waste Disposal Site location is provided on the attached Figure 1 (all Figures are provided in Division #4 of this document) and the existing Site plan is provided on Figure 2 illustrating the current site conditions. The conceptual Site layout plan for the Landfill Cell 2 and Waste Transfer Area redesign areas are illustrated on the attached Figure 3.

Construction work required in the Landfill Cell 2 redesign area will include reshaping the active fill area by relocating the existing waste material (cutting and filling), grading and compacting the surface to match the approved top of waste final design contours. The current grade of the Landfill Cell 2 redesign area and the proposed top of waste final design surface are provided in the attached Figures 4 and 5, respectively. A grade stake layout will be completed at the Site prior to the commencement of this project, which will outline the required cut and fill areas for this work. A granular access road is also to be constructed around the perimeter of the Landfill Cell 2 redesign area.

Construction work required in the Waste Transfer Area redesign area will include re-configuration of the current public drop-off waste diversion area by construction of granular access roads and relocation of bins currently in place at the Site, to the locations as illustrated on the proposed layout on Figure 3.

Work items to be done under this specification (S.P. #1) are related to the earthworks & grading required to reshape the Landfill Cell 2 redesign area, including:

1. Completion of a confirmatory survey of the pre and post re-grading conditions within the waste disposal area.
2. Grading of the Site surface within the Landfill Cell 2 redesign area prior to the commencement of earth works, including:
 - a. Clearing and grubbing of the area if required;
 - b. Cutting and grading the existing waste material over the Site surface within the redesign area to achieve the grades and elevations specified on the construction drawings and as per the grade stakes which will be in place prior to this project;
 - c. Excavating, loading, hauling and unloading of cut materials to areas where filling is required to achieve the design grades specified on the construction drawings and as per the grade stakes which will be in place prior to this project; and
 - d. Spreading and compacting cut materials identified above.
3. Fine grading and maintenance of the graded surfaces;
4. Construction and maintenance of any temporary construction access roads as needed; and
5. Restoration and grading of disturbed areas outside of the limits of work.

PART 1 – GENERAL

1.1 Working Area

1. The working area for this project will consist of two areas: (1) Waste Transfer redesign area, and (2) Landfill Cell 2 redesign area. The working areas for this project are depicted on the attached Figure 2. Only working area (2) Landfill Cell 2 redesign area is applicable to this specification (S.P. #1).
2. Cutting and filling beyond the limits and grades shown on the construction drawings shall not be carried out unless directed by Engineer.

1.2 Measurement Procedures

1. The costs associated with completion of the topographic surveys (existing conditions and final conditions) shall be measured as one lump sum and will be based on the cost per survey. The unit price shall be included in the Schedule of Unit Prices under Item 1.
2. Regrading within the Landfill Cell 2 redesign area will be measured as a lump sum and based on **5,563** cubic meters (m³) of waste material to be cut and relocated (i.e., filled) within the approved areas. Include in the unit price all work required to grade the waste surfaces to required elevations and contours. The unit price shall be included as a lump sum in the Schedule of Unit Prices under Item 2.

1.3 General Requirements

1. Maintain access roads to prevent accumulation of construction related debris on roads.
2. Maintain temporary and permanent flows in any ditches and watercourses.
3. Maintain the proper and adequate sediment and erosion control measures, in accordance with Ontario Provincial Standard Specification (OPSS) 805 (all OPSS referenced in the Division 3 specifications are provided in Division 4 of this document). Sediment and erosion control measures such as silt fences shall be put in place before commencing construction, to minimize impact to the natural environment. Erosion occurring as a result of fault workmanship and/or materials shall be repaired at Contractors expense.
 - a. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
 - b. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
4. Incorporate appropriate sediment retention measures to ensure sediment and debris are not discharged to ditches and watercourses. This includes installation of silt fences as required, in accordance with Ontario Provincial Standard Drawing (OPSD) 219.130 (all OPSD referenced in the Division 3 specifications are provided in Division 4 of this document). Incorporate appropriate containment berms, diversion ditches and grading as required to manage and contain surface water during all phases of construction in accordance with the requirement of the Engineer at no additional cost.

5. Protect natural and man-made features (i.e., fencing, trees, monitoring wells, etc.) required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage. If natural and/or man-made features are damaged, restore to original or better condition unless directed otherwise.
6. Protect buried services and overhead power lines that are required to remain undisturbed.
7. Apply water as required for dust control over the surface of work areas and all access roads during active movement of Contractors vehicles and machinery and equipment. Contractor to supply water for dust control and moisture needs. No additional payment shall be made for water used during construction of roads or granular materials or for any other purpose.
8. Do not handle waste while in wet or frozen condition or in any manner in which structure is adversely affected as determined by Engineer.
9. Always maintain open excavations free of water. Contractor is responsible for dewatering during construction. Contractor to coordinate water discharging with Engineer. No water shall be discharged without the consultation and subsequent approval of the Engineer.
10. Stockpile in locations as directed by Engineer. Stockpile height not to exceed 2 m.
11. Adhere to local noise by-laws. Equip vehicles and equipment with efficient mufflers and any other noise controls required. Work is only permitted during the daylight hours.

PART 2 – PRODUCTS

2.1 Materials

1. Material required for this specification (S.P. #1) includes only the landfilled waste currently in place at the Site within the Landfill Cell 2 Redesign Area, which requires relocation on the Site. The volume of waste material requiring relocation is approximately 5,563 m³.

PART 3 – EXECUTION

3.1 Examination

1. Evaluation and Assessment:
 - a. Examine the grade stake layout at the Site prior to commencing work.
 - b. Complete a confirmatory topographic survey of the Site area prior to commencing work.
 - c. Verify locations of buried services and overhead power lines on and adjacent to site prior to commencing work.

2. Verification of Conditions:

- a. Verify by visual inspection that conditions of substrate currently in place is acceptable for grading by cut and fill in accordance with Engineer, prior to commencing work.
- b. Verify by visual inspection the surveyed grade of the Site to be completed and identified at the Site within working areas by grade stakes, prior to commencing work.
- c. Inform the Engineer of unacceptable conditions immediately upon discovery.
- d. Proceed with work only after unacceptable conditions have been remedied and after receipt of written approval to proceed from the Engineer

3.2 Excavation and Grading

1. Shore and brace excavations, protect slopes and banks and perform work in accordance with Provincial and Municipal regulations, whichever is more stringent.
2. Excavate as required to carry out work.
 - a. Do not disturb soil or rock below bearing surfaces.
3. Grading should be completed in accordance with OPSS 206
4. Rough grade to levels, profiles and contours as indicated on drawings.
5. Grade so that water will drain away from slopes and roads to ditching/catch basins and/or other disposal areas approved by the Engineer.
6. Compact filled and disturbed areas to maximum dry density to ASTM D698, as follows:
 - a. [85]% for the reshaped waste surface areas; or
 - b. [95]% under location of access roads which are to be constructed over the waste surface as per specification S.P. #2 of this project.
7. Do not disturb soil within branch spread of trees or shrubs to remain.
8. Remove standing water, snow, ice and construction debris from spaces to be filled.

3.3 Landfill Cell 2 Redesign Area

Waste Fill Area

1. Waste material is to be excavated from the areas where waste is identified to currently be overfilled outside of the Site's intended final design grades and elevations (i.e., the cut areas) and is to be placed, compacted and graded within the approved waste disposal areas (i.e., fill areas) as depicted on the attached Figure 4.
 - a. Excavate an approximate volume of 5,563 m³ from the crest and side slope on the northeast and eastern side of the active waste fill area.
 - b. Place the excavated waste material in 300 mm lifts within the central portion of the active waste fill area.
 - c. No other materials will be utilized to grade the Landfill Cell 2 redesign area to the top of waste contours.
 - d. Cutting and filling beyond the limits and grades illustrated on the construction drawings shall not be carried out unless directed by Engineer.
2. Compact the waste material in fill areas in 300 mm lifts to maximize compaction effort.
3. Compact filled areas by completing a minimum of four (4) one-way passes over the area with a compactor or bulldozer, to the satisfaction of the Engineer. The compacting equipment shall be operated at such a speed as to prevent pick-up, but in no case shall the speed of the compacting equipment exceed 10 kilometers per hour (km/h). The compacted fill shall be capable of supporting construction equipment without excess deformation/rutting. Nuclear gauge compaction testing of the waste material is not required for the top of waste surface work.
4. The waste fill area of the Landfill Cell 2 redesign area will be sloped with grades to a maximum of 4 m horizontal to 1 m vertical (4H:1V) for the side slopes and a minimum of 20H:1V for the top slopes to a maximum elevation of 197.50 meters above sea level (masl). The required final top of waste grades and elevations for the Landfill Cell 2 redesign area are illustrated on the attached Figures 4 and 5.
5. Surveying the top of waste pre and post work will be completed by the Contractor or a subcontractor retained by the Contractor. All costs for surveying will be paid by the Contractor.

3.4 Site Tolerances

1. Reshaped compacted surface within plus or minus 10 mm of elevation as indicated.
2. In the event of conflict between meeting horizontal grading tolerances and meeting vertical grading tolerances, the vertical gradient tolerances shall take precedence. Vertical grading tolerances are +/- 50 mm and horizontal grading tolerances are +/- 300 mm.

3.5 Cleaning

1. Progress Cleaning:
 - a. Leave Work area clean at end of each day.
 - b. Dispose of cleared and grubbed material on and/or off site as required daily.
2. Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
3. Waste Management: separate waste materials for reuse, recycling and organics.

END OF S.P. #1

Waste Transfer Area and Access Roads

S.P. #2

This specification describes the requirements for the relocation of all bins currently within the Waste Transfer Area to match the proposed layout plan, as illustrated in the attached Figure 3. Additionally, this specification describes requirements for reshaping existing granular material and installation of additional granular material for the construction of access roads within the Waste Transfer redesign area and the reshaped Landfill Cell 2 redesign area. The existing landfill and Waste Transfer area access roads are illustrated in the attached Figure 2. The proposed locations of the new access roads within the Waste Transfer design area and the reshaped Landfill Cell 2 redesign area are illustrated in the attached Figure 3.

Work items to be done under this specification (S.P. #2) include:

1. Relocation of bins and stockpiled diversion materials (e.g., brush, tires, scrap metals, concrete and rock waste, etc.) as required in order to reconfigure the Waste Transfer area layout from the current conditions depicted on Figure 2 to the proposed improved layout depicted on Figure 3.
2. Clearing and grubbing of the work area if required.
3. Scarifying and reshaping of existing granular roadbed within the Waste Transfer redesign area;
4. Installation of additional granular material where required on the existing roads within the Waste Transfer redesign area, and on the entirety of the new proposed perimeter access roads within the Waste Transfer redesign and Landfill Cell 2 areas, to lines, grades and cross sections as indicated on Figure 6 and as approved by the Engineer.
 - Waste Transfer Area - Granular B Volume 50 m³
 - Waste Transfer Area - Granular A Volume 25 m³
 - Landfill Cell 2 Perimeter Road – Granular B Volume 480 m³
 - Landfill Cell 2 Perimeter Road – Granular A Volume 240 m³
5. Grading during placement of the granular materials, including:
 - Supplying, loading, hauling and unloading of approved granular materials to the Site work area.
 - Spreading and compacting materials to achieve the design grades and thickness of granular material on access roads within the Waste Transfer and Landfill Cell 2 redesign areas.
6. Rough and fine grading and maintenance of graded surfaces;
7. Restoration and grading of disturbed areas outside of the limits of work;
8. Construction and maintenance of any temporary construction access roads.

PART 1 – GENERAL

1.1 Working Area

1. The working area will consist of two areas: (1) Waste Transfer redesign area, and (2) Landfill Cell 2 redesign area. The working areas are depicted on the attached Figure 3.

1.2 Measurement Procedures

1. Measure supplying, placing and spreading/compacting granular material in cubic metres (m³) as measured along the ground surface for material received, accepted and installed on Site. Payment will be based on constructed area measured after completion. Unit price shall be full compensation of all labour, materials, equipment and any incidentals required to complete this item to the satisfaction of the Engineer. There will be no payment for granular material that does not meet the specifications. Granular material that does not meet the specifications will be removed from the Site at the Contractor's expense and be replaced with the specified material. The unit price to supply and install the granular material within the redesign areas shall be included in the Schedule of Unit Prices under Items 3 through 6.
2. Measure compaction in hours for particular compaction units employed as shown on recording devices approved by the Engineer.
3. Repair of soft areas will not be measured.

PART 2 - PRODUCTS

2.1 Materials

1. Aggregate quality: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, free from adherent coatings and injurious amounts of disintegrated pieces or other deleterious substances.
2. Utilize granular material existing on site within the Waste Transfer redesign area and utilize waste surface where possible for sub grading of the access roads.
3. Granular B Type II material according to the following requirements:
 - i. Crushed stone or gravel consisting of hard, durable, angular particles, free from clay lumps, cementation, organic material and other deleterious materials.
 - ii. The granular material shall be produced from natural deposits. Reclaimed materials of any type shall not be used.
 - iii. The granular material shall conform with OPSS 1001, OPSS 1006 and OPSS 1010.
 - iv. Contractor to provide granular material data including gradation analysis to the Engineer for approval prior to importing material to Site.

Gradation according to OPSS 1010, Granular B Type II :

MTO Test	Sieve Designation	Granular Road Material Percent Passing (%)
Sieve Analysis, % Passing OPSS 1010	26.5 mm	50 – 100
	19 mm	-
	13.2 mm	-
	9.5 mm	-
	4.75 mm	20 – 55
	1.18 mm	10 – 40
	0.300 mm	5 - 22
	0.150 mm	-
	0.075 mm	0 – 10

4. Granular A material according to the following requirements:
- Crushed stone or gravel consisting of hard, durable, angular particles, free from clay lumps, cementation, organic material and other deleterious materials.
 - The granular material shall be produced from natural deposits. Reclaimed materials of any type shall not be used.
 - The granular material shall conform with OPSS 1001, OPSS 1006 and OPSS 1010.
 - Gradation according to OPSS 1010, Granular A.

MTO Test	Sieve Designation	Granular Road Material Percent Passing (%)
Sieve Analysis, % Passing OPSS 1010	26.5 mm	100
	19 mm	85 - 100
	13.2 mm	65 - 90
	9.5 mm	50 – 73
	4.75 mm	35 – 55
	1.18 mm	15 – 40
	0.300 mm	5 – 22
	0.150 mm	-
	0.075 mm	2 -8

5. Contractor to provide granular material data including gradation analysis to the Engineer for approval prior to importing material to Site.

2.2 Source Quality Control

- Inform the Engineer of proposed source of aggregates and provide sample testing results (2) weeks minimum before starting production.
- If materials from proposed source do not meet, or cannot reasonably be processed

to meet, specified requirements, locate alternative source.

3. Advise the Engineer 2 weeks minimum in advance of proposed change of material source.
4. Acceptance of material at source does not preclude future rejection if it fails to conform to requirements specified, lacks uniformity, or if its field performance is found to be unsatisfactory.

PART 3 – EXECUTION

3.1 Examination

1. Evaluation and Assessment:
 - a. Verify locations of buried services and overhead power lines on and adjacent to site prior to commencing work.
 - b. Complete a confirmatory topographic survey of the Site area prior to commencing work.
2. Verification of Conditions:
 - a. Verify by visual inspection that conditions of substrate currently in place is acceptable for grading by cut and fill in accordance with Engineer, prior to commencing work.
 - b. Inform the Engineer of unacceptable conditions immediately upon discovery.
 - c. Proceed with installations only after unacceptable conditions have been remedied and after receipt of written approval to proceed from the Engineer.

3.2 Delivery, Storage and Handling

1. Deliver, store and handle materials in accordance with manufacturer's written instructions.
2. Transportation and Handling: handle and transport aggregates to avoid segregation, contamination and degradation.
3. Storage: store washed materials or materials excavated from underwater 24 hours minimum to allow free water to drain and for materials to attain uniform water content.

3.3 STOCKPILING

1. Stockpile aggregates on Site in locations as indicated unless directed otherwise by the Engineer. Do not stockpile on completed surfaces.
2. Stockpile aggregates in sufficient quantities to meet project schedules.

3. Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment.
4. Except where stockpiled on acceptably stabilized areas, provide compacted sand base not less than 300 mm in depth to prevent contamination of aggregate. Stockpile aggregates on ground but do not incorporate bottom 300 mm of pile into Work.
5. Separate different aggregates by strong, full depth bulkheads, or stockpile far enough apart to prevent intermixing.
6. Do not use intermixed or contaminated materials. Remove and dispose of rejected materials as directed by the Engineer within [48] hours of rejection.
7. Stockpile materials in uniform layers of maximum 1.5 m thickness for fine and course aggregate and base course, fine sub-base, and other materials.
8. Uniformly spot-dump aggregates delivered to stockpile in trucks and build up stockpile as specified.
9. Do not cone piles or spill material over edges of piles.
10. Do not use conveying stackers.
11. During winter operations, prevent ice and snow from becoming mixed into stockpile or in material being removed from stockpile.

3.4 Compacting & Grading

1. The supply, loading, weighing, hauling, placing, compacting and grading of the granular materials shall be completed in compliance with OPSS 1010.
2. Grading should be completed in accordance with OPSS 206.
3. Compact to density minimum in accordance with ASTM D698.
4. Shape and roll alternately to obtain smooth, even and uniformly compacted subgrade surface.
 - a. Apply water as necessary during compaction to obtain specified density.
 - b. Use mechanical tampers, approved by the Engineer to compact areas not accessible to rolling equipment to specified density.
5. Maintain fill and existing surface at approximately same moisture content to facilitate bonding.
 - a. If material is excessively moist, aerate by scarifying with suitable equipment until moisture content is corrected to value not greater than 5 % moisture above optimum value for compaction in accordance with ASTM D698.
 - b. Apply water as necessary during compaction to obtain specified density.

3.5 Installation of Granular Road Material

1. Place granular material after Engineer has accepted subgrade.
2. Rough grade to levels, profiles and contours allowing for placement of 300 mm of Granular B followed by 150 mm of Granular A.
3. Frozen or wet materials, including stumps, trees, debris, topsoil, organic material or rocks larger than specified grain size are considered unsuitable material for use in the granular road material. Any unsuitable material must be removed from these materials by the Contractor.
4. Avoid spreading or grading in wet, frozen, or saturated states.
5. The material shall be spread in uniform full width layer not more than 300 mm in depth prior to compaction.
6. Immediately after spreading, the material shall be rolled with a minimum of three passes. Rolling shall be carried out over large surfaces and turns shall be carefully executed to obtain uniform compaction. Successive passes shall overlap the previous pass by at least 600 mm.
7. Compaction is to be as uniform and practicable over the entire lift surface in order to prevent differential settlement or deformation of the final surface. The surface of the granular road material should be graded to eliminate depressions, bumps and abrupt elevation changes.

8. Compact the granular road material to a minimum of 95% of the standard proctor test (SPD). Any material which cannot be compacted as specified in this document must be removed, moisturized or recompacted at the cost of the Contractor.
9. A minimum of one (1) density test shall be carried out for every 2,000 m² by the Contractor. The required level of compaction should be such that at least sixty percent of the field compaction results obtained from a nuclear densometer meet or exceed the specified SPD and that the remaining forty (40) percent of field compaction results are within 5% of the SPD. The Contractor shall be responsible to perform all tests and provide results to the Engineer. A copy of the results of the compaction testing shall be submitted to the Engineer at conclusion of the project.
10. After installation of granular road material, Engineer will inspect and determine acceptance of material, depth and finish grading prior to conclusion of the project.

3.6 Cleaning

1. Progress Cleaning:
 - a. Leave Work area clean at end of each day.
 - b. Dispose of cleared and grubbed material on and/or off site as required daily.
2. Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
3. Waste Management: separate waste materials for reuse, recycling and organics.

3.7 Protection

1. Protect and maintain reshaped surface in condition conforming to this Section until succeeding material is applied or until after receipt of written acceptance from the Engineer.

3.8 Site Tolerances

1. Reshaped compacted surface within plus or minus 10 mm of elevation as indicated.
2. In the event of conflict between meeting horizontal grading tolerances and meeting vertical grading tolerances, the vertical gradient tolerances shall take precedence. Vertical grading tolerances are +/- 50 mm and horizontal grading tolerances are +/- 300 mm.

END OF S.P. #2

Division #4

Division #4

1. Index to Plans
2. Specifications Listing
3. Standard Drawings Listing

**Contract 2025-01-KWDS
Tender For
Killarney Landfill Site Improvements**

Index to Plans

The table below shows the Index to Plans.

Page	Description	Dwg #
1	Site Location	1
2	Current Conditions	2
3	Proposed Site Layout	3
4	Proposed Final Waste Contours	4
5	Waste Relocation Cross-Sections	5
6	Access Road Cross-Section & Details	6

**Contract 2025-01-KWDS
Tender For
Killarney Landfill Site Improvements**

Specification Listing

The table below shows the Specification Listing.

OPSS Date	Spec #	Title
April 2019	206	Construction Specification for Grading
November 2021	805	Construction Specification for Temporary Erosion and Sediment Control Measures
November 2021	1001	Material Specification for Aggregates – General
November 2021	1004	Material Specification for Aggregates – Miscellaneous
November 2021	1006	Material Specification for Aggregates – Surface Treatment
November 2013	1010	Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material

“See also the Instructions to Bidders and Schedule of Unit Prices for additional Specifications that may not be included here”.

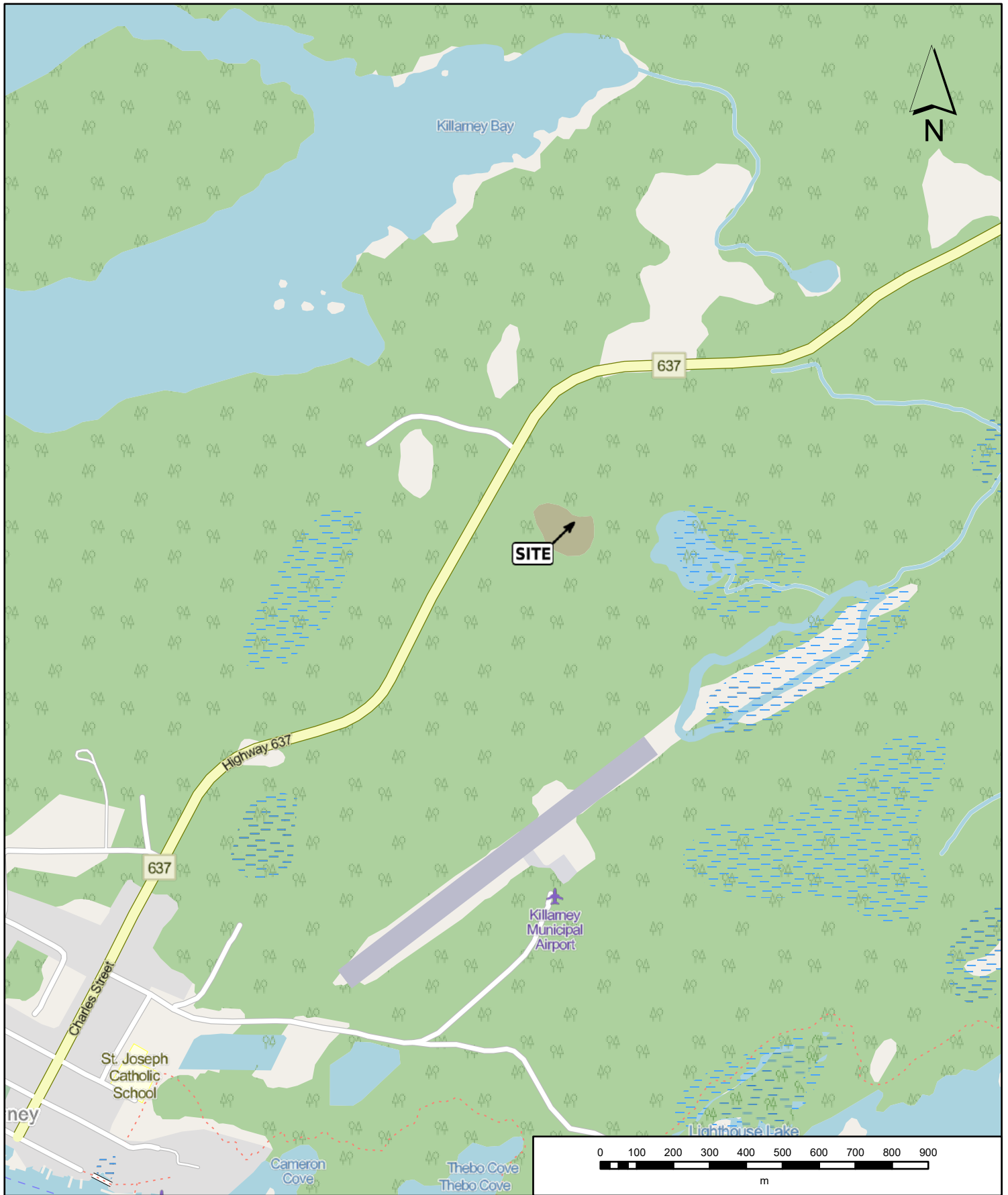
**Contract 2025-01-KWDS
Tender For
Killarney Landfill Site Improvements**

Standard Drawings Listing

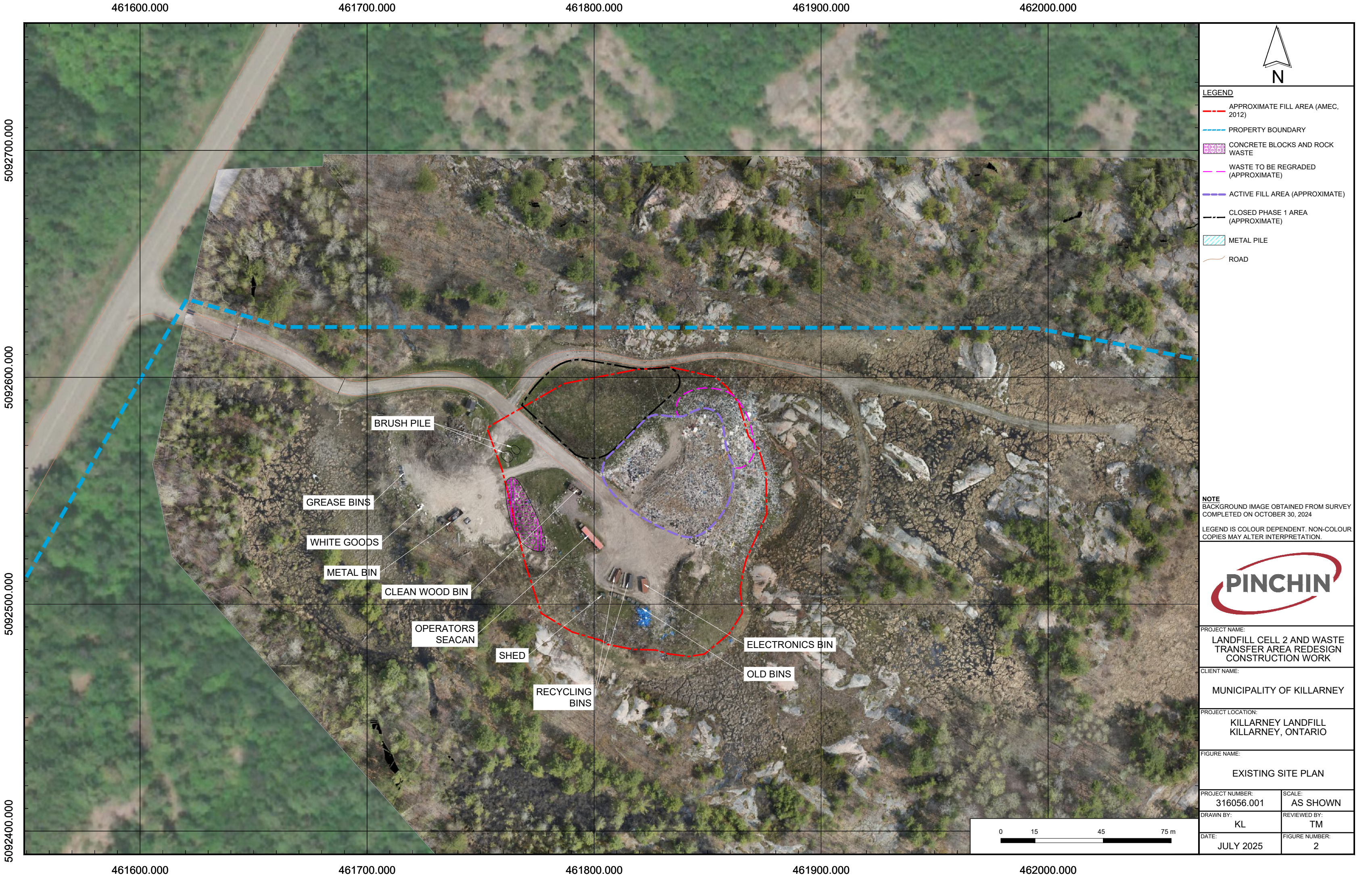
The table below shows the Standard Drawings Listing.

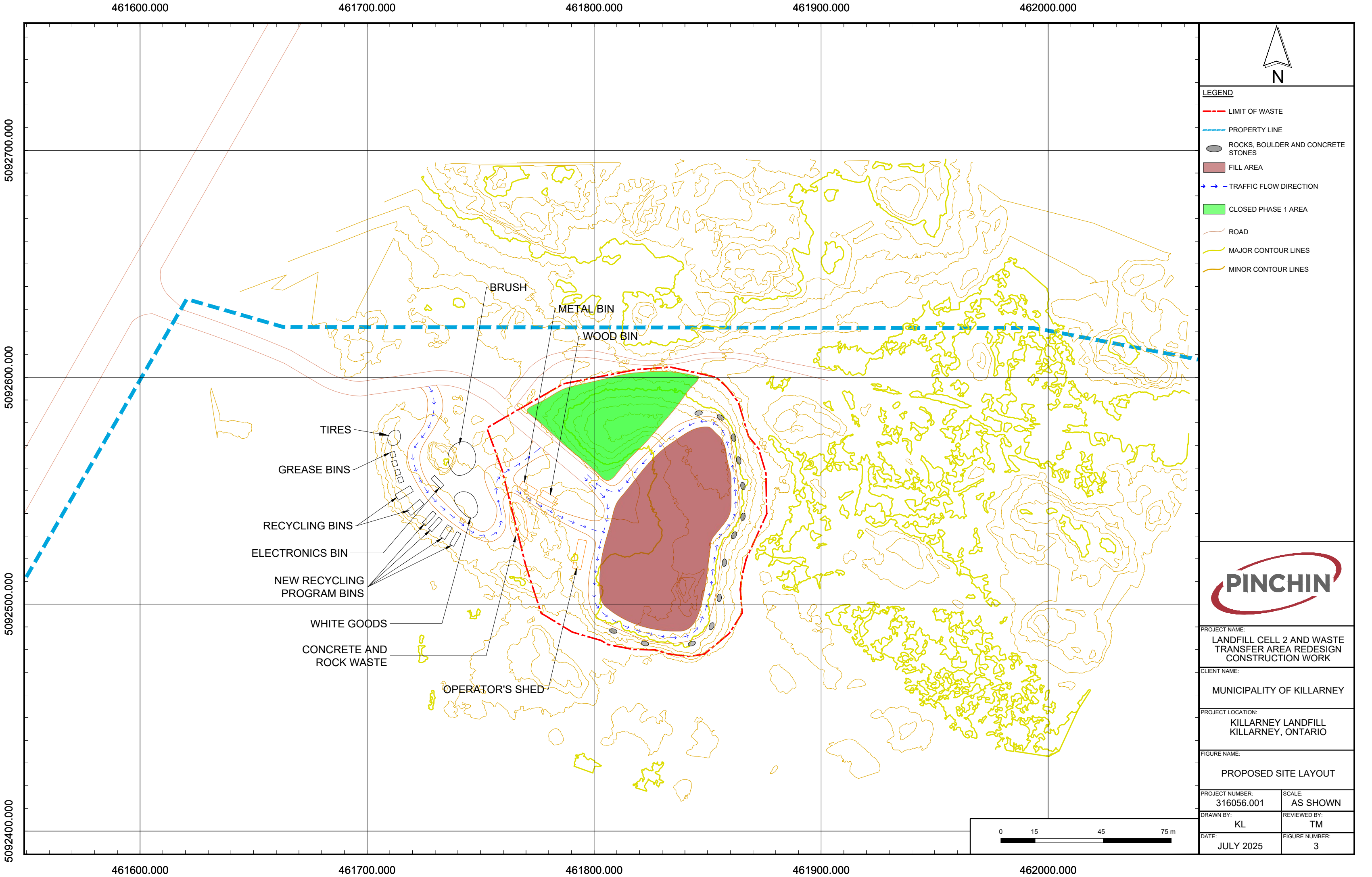
OPSD #	Rev.	Title
219.110	3	Light-Duty Silt Fence Barrier
219.130	3	Heavy-Duty Silt Fence Barrier
219.180	3	Straw Bale Flow Check Dam

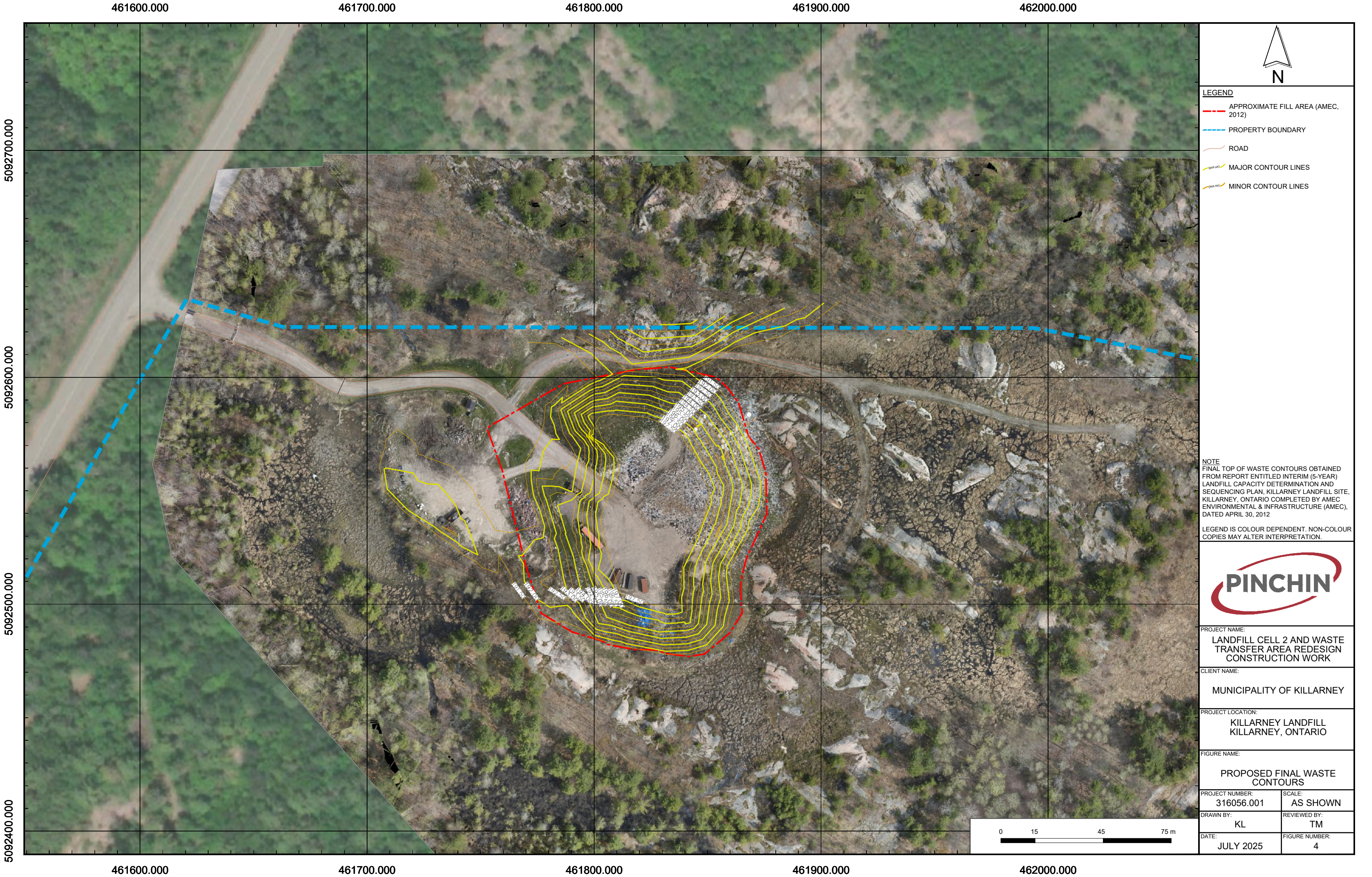
“See also the Schedule of Unit Prices and Contract Plans for additional Standard Drawings that may not be included here”.



	PROJECT NAME: LANDFILL CELL 2 AND WASTE TRANSFER AREA REDESIGN CONSTRUCTION WORK					
	CLIENT NAME: THE MUNICIPALITY OF KILLARNEY					
	PROJECT LOCATION: KILLARNEY LANDFILL, KILLARNEY, ONTARIO					
	FIGURE NAME: KEY MAP					FIGURE NUMBER
PROJECT NUMBER: 316056.001		SCALE: 1:20,000	DRAWN BY: KL	REVIEWED BY: TM	DATE: JULY 2025	1







LEGEND

- APPROXIMATE FILL AREA (AMEC, 2012)
- PROPERTY BOUNDARY
- ROAD
- MAJOR CONTOUR LINES
- MINOR CONTOUR LINES

NOTE
FINAL TOP OF WASTE CONTOURS OBTAINED FROM REPORT ENTITLED INTERIM (5-YEAR) LANDFILL CAPACITY DETERMINATION AND SEQUENCING PLAN, KILLARNEY LANDFILL SITE, KILLARNEY, ONTARIO COMPLETED BY AMEC ENVIRONMENTAL & INFRASTRUCTURE (AMEC), DATED APRIL 30, 2012

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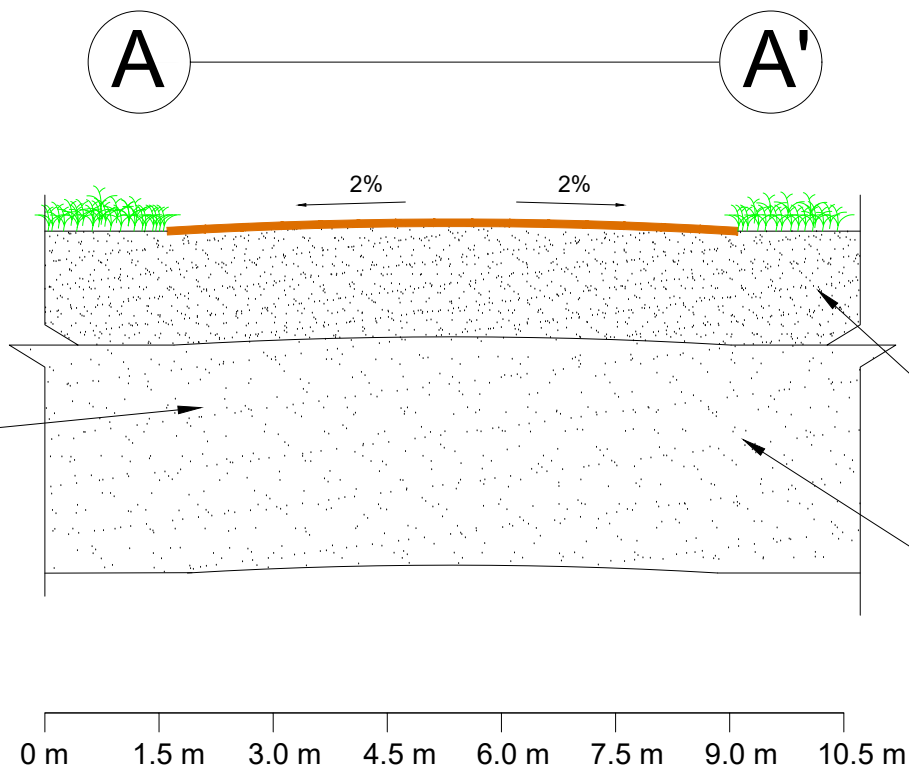
PROJECT NAME:
LANDFILL CELL 2 AND WASTE TRANSFER AREA REDESIGN CONSTRUCTION WORK

CLIENT NAME:
MUNICIPALITY OF KILLARNEY

PROJECT LOCATION:
KILLARNEY LANDFILL
KILLARNEY, ONTARIO

FIGURE NAME:
PROPOSED FINAL WASTE CONTOURS

PROJECT NUMBER: 316056.001	SCALE: AS SHOWN
DRAWN BY: KL	REVIEWED BY: TM
DATE: JULY 2025	FIGURE NUMBER: 4



- LEGEND**
- APPROXIMATE FILL AREA (AMEC, 2012)
 - PROPERTY BOUNDARY
 - ROAD

NOTE
FINAL TOP OF WASTE CONTOURS OBTAINED FROM REPORT ENTITLED INTERIM (5-YEAR) LANDFILL CAPACITY DETERMINATION AND SEQUENCING PLAN, KILLARNEY LANDFILL SITE, KILLARNEY, ONTARIO COMPLETED BY AMEC ENVIRONMENTAL & INFRASTRUCTURE (AMEC), DATED APRIL 30, 2012

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PROJECT NAME:
LANDFILL CELL 2 AND WASTE TRANSFER AREA REDESIGN CONSTRUCTION WORK

CLIENT NAME:
MUNICIPALITY OF KILLARNEY

PROJECT LOCATION:
KILLARNEY LANDFILL
KILLARNEY, ONTARIO

FIGURE NAME:
ROAD CROSS-SECTION DETAILS

PROJECT NUMBER: 316056.001	SCALE: AS SHOWN
DRAWN BY: KL	REVIEWED BY: TM
DATE: JULY 2025	FIGURE NUMBER: 6