

Essex-Windsor Solid Waste Authority



Request for Tender

For the Removal and Replacement of Truck Weigh Scales at the Regional Landfill (County Rd. 18) and the Windsor Material Recovery Facility (Central Ave.) for The Essex-Windsor Solid Waste Authority

Issue Date: May 11, 2018

Closing Date and Time: Wednesday, May 30, 2018, 12:00 PM

Mandatory On-site Meeting: Wednesday May 23, 2018, 12:00 PM

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1. Document Takers Responsibility

The contractor shall note that it is their obligation to notify the Essex-Windsor Solid Waste Authority (the Authority) if they have printed the documents off of the Authority Website or acquired it from any other source so they can be added to the Plan Takers List in case of notices, changes, addenda or other reason. Please contact the Authority office to be added to the list.

Kelly Cartier - Executive Secretary,

Phone: 519-776-6441 x 1229, Email: kcartier@ewswa.org

2. Contract Description

The Essex-Windsor Solid Waste Authority is intending to remove & replace the existing Landfill Weigh Scales at the Regional Landfill Site and at the Windsor Material Recovery Facility. The scales are required to monitor all incoming and outgoing waste by weight and shall be installed generally to fit within existing infrastructure. Qualified parties with requisite experience in supply and support for this equipment are invited to submit a Tender outlining their price, experience, qualifications, and proposed work plan, by no later than the closing date/time identified below.

The Authority reserves the right to reject any and all price quotes and to waive formalities as the interest of the Authority may require without stating reasons therefore, the lowest or any price quote may not necessarily be accepted.

The Authority also reserves the right to award contracts to separate suppliers if it deems appropriate.

3. Bidder's Check Sheet

(To be enclosed in the Bid Envelope)

Please ensure that the following things have been completed:

- Has your bid been signed by the proper officer(s) of the firm?
- Have you enclosed the required bid deposit?
- Have you signed the declaration of understanding?

Notes:

- i. Your bid will be informal and shall be disqualified if ANY of the foregoing points have not been complied with.
- ii. If further clarification is required, please contact the Authority as noted below.

Authority Contact for All Contract Related Matters

Mr. Tom Marentette, P.Eng., Manager of Waste Disposal, Essex-Windsor Solid Waste Authority

360 Fairview Avenue West, Suite 211, Essex, Ontario. N8M 3G4

Phone: 519-776-6441 x 1961, email: tommarentette@ewswa.org

4. Closing Date and Time

Sealed bids clearly marked as to contents, will be received for the Removal & Replacement of Truck Weigh Scales at the Regional Landfill (County Rd. 18) and the Windsor Material Recovery Facility (Central Ave.) for the Essex-Windsor Solid Waste Authority.

Bids must be addressed to:

Ilija Maodus, General Manager - Essex-Windsor Solid Waste Authority

360 Fairview Ave. W., Suite 211, Essex, Ontario N8M 3G4

Bids will be received at his office until the closing date and time:

Closing Date: Wednesday May 30, 2018

Closing Time: At 12:00PM (Noon) Local Time

Tenders received after the official closing time and date specified above will not be considered. On the closing date, commencing at approximately 12:05 PM local time, all submissions will be opened, read and recorded publicly by the Essex-Windsor Solid Waste Authority at the above mentioned address. No electronic submission packages will be accepted.

5. Withdrawal or Qualifying of Bids

A Bidder who has already submitted a Bid may submit a further Bid at any time up to the official closing time. The last Bid received shall supersede and invalidate all Bids previously submitted by that Bidder for this contract.

A Bidder may withdraw or qualify their Bid at any time up to the official closing time by submitting a letter bearing their signature and seal as in their Bid to the Authority. No telephone calls, faxes or emails will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

6. Informal or Unbalanced Bids

All entries in the Form of Bid shall be made in ink or by typewriter. Entries made in pencil shall, unless otherwise decided by the Authority, be invalid or informal.

Bids which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the Bidder's signing officer) or irregularities of any kind may be rejected as informal.

Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Authority may be rejected. Wherever in a Bid the amount quoted for an item

does not agree with the extension of the estimated quantity and the Bidder's unit price, the unit price shall govern and the amount and the Total Bid Price shall be corrected accordingly.

The Authority reserves the right to waive formalities at its discretion.

Bidders who have submitted Bids that have been rejected by the Authority because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for Bids.

7. Quantities

The quantities as set out in the Form of Bid are approximate only and are given as a basis for estimate and comparing. No additional payment will be made for any work which is required or inferable but not specifically mentioned herein. The total prices quoted shall be deemed to include all materials, equipment and labour to complete the work as specified and to the complete satisfaction of the Authority.

8. Bids

Each Bid must include a completed Quantity and Price Schedule, including Statement A (Bidder's Experience), and a Bid deposit as required herein. The complete written contract documents and specifications should be submitted as the Bid. The Bidder shall give the total Bid price both in words and in figures and shall fill in all blank spaces for unit prices, item prices, lump sums, and other information in the Form of Bid. The Bid must be enclosed in a sealed opaque envelope clearly marked with the name and address of the company.

9. Qualification of Bidders

All Bidders shall be required to demonstrate to the satisfaction of the Authority that they have adequate financial resources, experienced personnel, and expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Bidder who, as determined by the Authority, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the installation and provide technical support and service in strict accordance with the specifications. The Authority is requesting as a minimum, 10 years of experience in the supply and service of truck weigh scales.

10. Bid Prices

The lump sum price or prices quoted in the Quantity and Price Schedule shall include the furnishing of all materials, supplies and equipment and provision of all labour, tools and equipment, utility and transportation services necessary to perform and complete all the work

required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.

11. Sole Interest

No person, firm, or corporation other than the Bidder shall have any interest in the Bid or in the proposed contract for which the Bid is made and to which it relates.

12. Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Bid documents or should there be doubt as to the meaning or any part of such documents, they should notify the Authority, preferably in writing.

If the Authority considers that a correction, explanation or interpretation is necessary or desirable, they will issue an addendum to all who have taken out Bid documents. No oral explanation or interpretation shall modify any of the requirements or provisions of the Bid documents.

Neither party to the contract shall take advantage of any apparent error or omission in the Contract Documents, but the Authority shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Contract Documents. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the Authority shall judge, shall be done or furnished by the Contractor as if such work or materials had been included.

In the event of any inconsistency or conflict in the provision of the Bid documents, such provisions shall take precedence and govern in the following order:

- i. Scope of Work
- ii. General Specifications
- iii. Quantity and Price Schedule
- iv. Information for Bidders
- v. Bidder's Check List

13. Bid Deposit

Bids shall be accompanied by a deposit in the form of an irrevocable letter of credit, certified cheque or bid bond in the amount of ten percent (10%) of the bid price submission, made payable to the Essex-Windsor Solid Waste Authority. The deposits of all bidders, except for the two lowest acceptable Bids, will be returned within 10 days after the tenders are opened. The tender deposits of all bidders will be released upon execution by the successful Bidder of the contract agreement.

Bidders are requested to note that no interest will be paid for the Bid deposit cheque retained by the Authority. The Bidders are deemed to have made due allowance for this in their contract bid price.

The Contractor shall hold their Bid open for a period of not less than sixty (60) days and the Authority shall have the option of accepting or rejecting any or all Bids within the sixty (60) day period from the Bid closing date. After the sixty (60) day period, the Contractor may, without penalty, withdraw their Bid and their Bid deposit will be returned. The Bidder may, however, elect to hold the Bid open for a further period of time, if necessary, and the Authority reserves the right to accept or reject such Bid so extended.

14. Experience

In order to aid the Authority in determining the ability of each Bidder, the Bidder shall complete Statement "A", which is bound herein, stating the Bidder's experience in similar work which has been successfully completed.

15. Sub-Contractors

The use of sub-contractors will be permitted for infrastructure repairs or modifications & cleaning only. All weigh scale and electronic equipment shall be provided by the successful bidder for this Contract.

16. Contract Execution

The successful Bidder will be required to execute a Form of Agreement and to furnish the required bid deposit and to furnish the required certificates of insurance and good standing with the Workplace Safety and Insurance Board all within seven (7) days from the day upon which the Authority gives the Bidder notice that the Form of Agreement is to be executed. If a Bidder fails to meet any and all of the requirements of this section, the entire deposit may be forfeited to the account of the Authority.

17. Workplace Safety and Insurance Board

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued prior to the payment of the final balance due to the Contractor.

18. Insurance

General Liability Insurance

The Contractor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

The property damage deductible shall not exceed one thousand dollars (\$1,000) and shall be the responsibility of the Contractor.

The Commercial General Liability shall name as Insured:

- The Essex-Windsor Solid Waste Authority
- The County of Essex
- The City of Windsor

The Commercial General Liability Policy shall include but not be limited to the following extensions:

- All premises, property and operations necessary or incidental to the performance of the contract
- Bodily Injury and Property Damage on an occurrence basis
- Personal Injury
- Broad Form Property Damage
- Contingent Employers Liability
- Owners and Contractors Protective
- Cross Liability
- Products and Completed Operations
- Non-Owned Automobile with a limit of not less than \$2,000,000.
- Blanket Written Contractual
- 30 Days Notice of Cancellation

Equipment Insurance

The Contractor will provide and maintain damage insurance with respect to all equipment used by the Contractor in the operations described in the contract. Where the Contractor is to provide and maintain insurance coverages, any costs thereof including coverage deductibles shall be the sole responsibility of the Contractor. The Contractor shall provide the Authority with a certificate of insurance from an acceptable licensed Insurer prior to commencement of the contract.

Environmental Insurance

- The contractor will provide and Environmental Impairment Liability Form. This coverage is for Third Party Bodily Injury. Property damage and clean up expenses arising from gradual or sudden pollution events, with limits of not less than two million dollar (\$2,000,000).
- The Environmental Impairment Policy has to be extended to cover on site clean-up expenses.

The deductible for the coverages shall not exceed \$25,000

Under the Environmental Impairment Policy:

- The insured vs. insured exclusion will not apply to the Client/Additional
- This insurance is primary and is not contributable with respect to any other insurance that may be available to the Authority.

The environmental impairment policy shall include as additional named insured:

- The Corporation of the County of Essex
- The Corporation of the City of Windsor
- Essex-Windsor Solid Waste Authority

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2 million (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government –operated automobile insurance system, the Contractor shall provide the Authority with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

Contractors Equipment Insurance

“All Risks” Contractors equipment insurance covering machinery and equipment used by the Contractor for the performance of the work, shall be in a form acceptable to the Authority and shall not allow subrogation claims by the insurer against the Authority.

19. Taxes

All prices bid in the Bid shall include all taxes where applicable

20. Power of the Authority

The General Manager of the Authority and the Waste Disposal Manager of the Authority, or their designates, are required to see that provisions of the Specifications are faithfully adhered to, especially as regards to the quality of the equipment and labour supplied by the Contractor and shall have the power to suspend any driver or equipment operator for incompetence, drunkenness, negligence or disregard of others.

21. Examination of the Site and Equipment

Bidders are required to satisfy themselves by personal examination of the existing scale locations, dimensions, foundations, ramps, function, condition and materials which may be encountered on the Site. The submission of the Bid shall be deemed proof that the Contractor has satisfied themselves as to all the provisions of the Contract, of all the conditions which may be encountered, of what materials they will be required to supply, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion. No claims will be entertained by the Authority from the Contractor that they were uninformed as to any of the provisions or conditions intended to be covered by the Contract.

22. Mandatory On-Site meetings

All bidders are required to attend mandatory on-site meetings to review existing equipment, location and conditions. The site meetings shall be held on Wednesday, May 23, 2018 at the following times:

1. Essex-Windsor Regional Landfill (7700 County Rd. 18, Essex, Ontario)
12:00 pm - 1:00 pm
2. Windsor Material Recovery Facility (3560 North Service Rd. East, Windsor, Ontario)
2:00 pm – 3:00 pm

Bidders **must** attend both site meetings prior to acceptance of their bid package.

23. Holdback

Progress Payments shall be subject to a holdback in accordance with the requirements of the Construction Lien Act 1990 and any amendments made thereto.

24. Warranty

The successful Bidder shall complete the Maintenance & Warranty statement contained herein and provide a full statement of the warranty provided for the equipment being provided and the work being bid. The warranty should clearly describe the terms under which the manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or

material in the opinion of the Essex-Windsor Solid Waste Authority, and for the applicable period of time after delivery, installation and commissioning. The successful Bidder shall, at their own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Authority. Should the successful Bidder for any cause fail to do so, then the Owner may do so and employ such other person or persons as the Authority may deem proper to make such repairs or do such work, and the whole costs, charges, and expenses so incurred may be deducted from any amount due to the Bidder or may be collected otherwise by the Owner from the Bidder. The decision of the Authority shall be final as to the necessity of repairs of any work required to be done under the provisions of this clause or any other clause or clauses, in the amounts expended therefore.

25. Performance of Contract

The Contractor shall supply all of the materials, machinery and equipment and perform all of the work in a good and workmanlike manner and in accordance and in compliance with the Information for Bidders, Form of Bid, General Specifications, Scope of Work, the Schedules and the formal Contract to be executed and delivered (herein collectively referred to as the "Contract").

26. Compliance with Laws, Regulations and Policies

The Contractor shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term of this Contract.

All federal, provincial and local laws and regulations, as well as policies established by the Authority, now or subsequently enacted, shall become a part of the Contract and be complied with in the performance of all parts of the work. The Contractor shall enforce provisions of policies established by the Authority, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies, including ejection of the offending persons from the Site.

The Contractor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Contractor's responsibility to comply with:

- Workplace Safety and Insurance Act
- Confined Space Entry
- Occupational Health and Safety Act
- Safety or other Policies established by the Authority
- Construction Lien Act and regulations.

The Contractor shall indemnify and hold harmless the Authority, the County of Essex, and the City of Windsor and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

27. Patents

The Contractor shall fully indemnify and save harmless the Authority, County of Essex and the City of Windsor against and from all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with work performed under this contract or any of the materials, plant, machinery, tools or appliances used therein or thereon, or in any way therewith by the Contractor.

28. Labour and Equipment

The Contractor shall furnish only skilled labour and all equipment that is or becomes necessary to carry out the operations in accordance with the provisions of the Contract.

The Contractor's agents, workers, employees or any persons under the Contractor's control, including all subcontractors, shall abide by the applicable provisions of the Occupational Health and Safety Act and, in addition, shall be made fully aware of the combustible and explosive nature and the suffocation hazard of the landfill gases, including methane, carbon dioxide, and mercaptans, some of which are toxic.

The Contractor shall provide experienced and qualified personnel to supervise the operations at all times.

The Contractor shall provide all equipment and material necessary to complete the job to the satisfaction of the Authority.

The Contractor shall provide on-site supervision at all times that meets the requirements of section 14 of the O Reg. 213/91 (Construction Project) under the Occupational Health and Safety Act.

29. Co-Operation

Other contractors will be present at the Landfill and the Material Recovery Facility during this work. The Contractor shall extend full co-operation to them, and allow free access to them for the purposes of performing their work at all times. The Authority reserves the right to alter the method of operations pursuant to this Contract so as to avoid interference with other work.

30. Indemnity

- A. The Contractor shall indemnify and save harmless the Authority, the County of Essex and the City of Windsor from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Contractor to comply with these specifications, or arising out of the performance or non-performance of the terms of this Contract by the Contractor and its employees or agents or Contractors, EXCEPT to the extent that such liability for damage was caused by any failure, neglect or refusal by the Authority to comply with this Contract, or arising out of the performance or non-performance of the terms of this Contract by the Authority and its employees, agents or Contractors.
- B. Without restricting the generality of the foregoing, it is understood and agreed that the Authority shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the Contractor or otherwise or while engaged in work for or on behalf of the Authority causing either damage or injury through the negligence of the employees of the Contractor and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever, and the Contractor hereby covenants and agrees with the Authority to indemnify and save harmless the Authority of and from all claims or damages howsoever arising, caused by any of the acts of negligence or otherwise of the employees of the Contractor referred to in this paragraph, EXCEPT to the extent that such liability for damage was caused by the negligent act or omission of the Authority, its employees, Contractors or agents.

31. Final Clean Up

At the end of the Contract, the Contractor shall remove from the property all equipment, surplus materials, and waste which is the property of the Contractor or which is otherwise the responsibility of the Contractor and leave the premises in the same condition they were in at the commencement of the Contract.

32. Existing Equipment

The existing scale decks at both the Regional Landfill and the Material Recovery Facility shall be removed and disposed of off-site by the contractor. All other component not deemed as usable by the Authority's Site Manager shall as be removed and disposed of by the contractor. The Contractor shall coordinate a review of existing equipment with the Site Manager.

33. Delay in Service / Work Stoppage

In the event of breakdown of the Contractor's equipment or work stoppage, or for any reason a delay in service results, the Contractor will be responsible for any overtime or extra cost incurred by the Authority. Should the THE AUTHORITY deem it necessary to seek other means to perform the work because of inefficiency or hold-up on the part of the contractor, all additional expense incurred shall be recovered from the Contractor by deduction from the payments.

34. Contract Amount

The total Contract price shall not be exceeded under any circumstances without the PRIOR written approval of the Authority.

35. Safety and First Aid

Without limiting the generality of paragraph 2 - Compliance with Laws, Regulations and Policies, the Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.

Prior to the start of the project, a mandatory health and safety meeting will be conducted by THE AUTHORITY staff with the Contractor's staff and supervisor to highlight the specific dangers associated with the landfill operations.

36. Authority Facilities

The Contractor shall be responsible for any damage to the Authority's facilities or property which results from its operations. The Contractor shall repair any such damage without delay, at its own expense and to the complete satisfaction of the Authority. If the Contractor fails to repair Authority property without delay, then the Authority will arrange for the necessary repairs and deduct it from the contract payments.

37. Commencement and Completion

The work shall commence upon a mutually agreed date but no later than the end of April 2018, and shall be completed within 10 working days. Scale down time shall be minimized for this work and tenderers shall provide the Authority with a schedule for shut down, work staging and completion of operations.

38. Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the time limit as set forth in these "General Specifications", damage will be sustained by the Essex-Windsor Solid Waste Authority and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Essex-Windsor Solid Waste Authority will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Essex-Windsor Solid Waste Authority the sum of Two Hundred Dollars (\$200.00) for liquidated damages for each and every calendar day delay in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage to the Essex-Windsor Solid Waste Authority which will accrue during the period in excess of the prescribed number of working days.

The Essex-Windsor Solid Waste Authority may deduct any amount due under the paragraph from any money that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Essex-Windsor Solid Waste Authority.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes, the number of days shall be increased or decreased as determined by the Authority.

If the time available for the completion of the work is increased or decreased because of an overrun or underrun of a major item in the Contract, the Essex-Windsor Solid Waste Authority may increase or decrease the number of working days by adding or subtracting therefrom, as the case may be, a number of days calculated from the difference between the actual quantity and the estimated Bid quantity divided by the average daily production of the most productive 50% of the working time shown on the Contractor's Schedule, provided that this basis for calculation may not be used where, in the opinion of the Authority, all or any of the relevant major items are carried out concurrently.

39. Landfill Hours of Operation

Access to the Landfill Sites will normally be granted during the following hours:

Windsor Material Recovery Facility 8:00 am – 4:45 pm Mon. – Fri.

Essex-Windsor Regional Landfill 8:00 am – 4:45 pm Mon. – Fri.

The Regional Landfill and the Windsor Material Recovery Facility will normally be closed on the following statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

The Contractor should note that the Essex-Windsor Solid Waste Authority will not be held responsible for any delays to the Contractor or costs incurred should the landfill not be open for the normally scheduled hours for any reason whatsoever.

40. Site Access

The Contractor shall have access to the site through the main gate. The gate will normally be open only during the hours the site is open for disposal of wastes. The gate will normally be closed and locked at all other times. The Contractor will be permitted access to the site only during the hours noted in Section 39 unless approved otherwise. The site gate will normally be closed and locked at all other times.

The Contractor shall provide details of how material will be brought onto the site, off-loaded, temporarily stored and will provide an installation plan and timeline. Both sites shall remain fully operational during this work and the contractor shall include details of construction activities in order to maintain site access.

41. Performance of the Work

The Contractor shall ensure that the work is performed to the satisfaction of the Essex-Windsor Solid Waste Authority at all times. All materials and workmanship shall be of excellent quality, and any substandard materials or workmanship shall be replaced or repaired to the satisfaction of the Essex-Windsor Solid Waste Authority.

42. Inspection

Authorized representatives of the Essex-Windsor Solid Waste Authority or the City of Windsor shall at all times have access to the work for the purpose of inspection.

43. Acceptance of Work and Release of Holdback

Prior to substantial completion and the release of holdback, the work must be completed to the satisfaction of the Essex-Windsor Solid Waste Authority.

44. Washroom Facilities

Washroom facilities on or off site are to be provided by the Contractor for the entire contract period. The Contractor's employees are to be directed to use these facilities.

45. Removal of Employees

The Authority, in its sole discretion, retains the right, under this contract, to require the Contractor to remove from its facilities any employee who is incompetent, intoxicated, and belligerent or has flagrant disregard for others or for any other just cause.

The Authority, in its sole discretion, may stop the work entirely if there are not a sufficient number of experienced employees on site to carry it out properly, or for any other good and sufficient cause.

46. Force Majeure

If any of the facilities of the Authority are not available to the Contractor or the Authority is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

- a) the Authority shall not have any liability to the Contractor;
- b) the Contractor shall not have any right to make any claim or bring any action against the Authority for any damage it may suffer as a consequence; and
- c) The time for performance of such obligations by the Authority shall be extended for a reasonable period of time but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

47. Scope of Work

A. Supply and install a Truck Weigh Scale System at Essex-Windsor Regional Landfill - Town Of Essex

VEHICLE WEIGH SCALE SPECIFICATIONS

- The weigh scale shall be a fully electronic, load cell type motor truck scale of pitless design with an 11' X 80' steel deck, modular design.
- The weigh scale shall have a minimum gross capacity of 80,000 kg.
- The price bid for the scale shall include the supply of a fully working, new truck scale

wired to the new weight indicator including the supply and delivery of all parts and complete installation. The new indicator and all other equipment shall be fully compatible with the existing Geoware system used by the Authority.

- The load cells shall be protected from lightning and surge voltages and shall be guaranteed against such damage unconditionally as per the maintenance & warranty statement.
- Load cells shall be of end loaded shear beam design, centre supported.
- Load cell suspension shall be full floating, parallel link system to allow controlled floating of the deck while absorbing shock due to braking or accelerating vehicles and allow for thermal expansion/contraction of the weigh bridge.
- Load cell cabling shall be integral to the corrosion resistant summing box with no splicing. The cabling shall have a braided steel sheathing to protect from abrasion and rodent damage. Conduit for load cell cables shall be PVC type and contained within structure of weigh bridge.
- The weigh bridge shall be an open bottom design. Encapsulated or “Sandwich Deck” design is not acceptable.
- The scale must have a minimum 10mm (3/8”) thick checker plate steel driving surface.
- The scale shall be a type fully approved for use in trade in Canada.
- Two (2) coats of an industrial coating with rust inhibitors for outdoor use on structural steel. Metal surfaces to be painted are mechanically cleaned as per Steel Structure
- Painting council specification SSPC-SP3.
- Polycarbonate NEMA IV corrosion proof summation boxes are to be mounted on the side of the scale to protect against moisture and condensation entry into the load cell signal summing system.
- Side guide/rub rails bolted on the side of the deck and extend a minimum of 10” in height above deck.
- All installations shall be by qualified technicians including labour, traveling expenses, test truck and weights, calibration and certification shall be included in the price bid.
- All electrical and mechanical parts must be CSA approved and in compliance with Measurement Canada.

- The contractor shall supply all labour, material and equipment to install new buried/trenched conduit as required providing watertight electrical connections from the scale to the existing scale house.
- The contractor will be responsible for all technical/IT service work to ensure that the Authority's existing computer server, software, monitor, keypad and printer function as with the new scale system.
- The Contractor will be responsible for consulting with the County of Essex's IT department as required.

B. Supply and install one "Un-Attended" Truck Weigh Scale System at Windsor Material Recovery Facility, Central Ave. – City of Windsor

VEHICLE WEIGH SCALE SPECIFICATIONS

- The weigh scale shall be a fully automated (unattended), electronic, load cell type motor truck scale of pitless design with an 11' X 60' steel deck, modular design.
- The Authority & The City of Windsor is considering moving the scale to an alternate site in the future. As such, the weigh scale deck and system supplied shall be fully capable of being expanded to a length of 80' if relocated to another location to accommodate longer vehicles in the future. Details & drawings for this configuration and expansion shall be included with the successful bidders shop drawings.
- The weigh scale shall have a minimum gross capacity of 80,000 kg.
- The price bid for the scale shall include the supply of a fully working, new truck scale wired to the new weight indicator including the supply and delivery of all parts and complete installation.
- The load cells shall be protected from lightning and surge voltages and shall be guaranteed against such damage unconditionally as per the maintenance & warranty statement.
- Load cells shall be of end loaded shear beam design, centre supported.
- Load cell suspension shall be full floating, parallel link system to allow controlled floating of the deck while absorbing shock due to braking or accelerating vehicles and allow for thermal expansion/contraction of the weigh bridge.

- Load cell cabling shall be integral to the corrosion resistant summing box with no splicing. The cabling shall have a braided steel sheathing to protect from abrasion and rodent damage. Conduit for load cell cables shall be PVC type and contained within structure of weigh bridge.
- The weigh bridge shall be an open bottom design. Encapsulated or “Sandwich Deck” design is not acceptable.
- The scale must have a minimum 10mm (3/8”) thick checker plate steel driving surface.
- The scale shall be a type fully approved for use in trade in Canada.
- Two (2) coats of an industrial coating with rust inhibitors for outdoor use on structural steel. Metal surfaces to be painted are mechanically cleaned as per Steel Structure Painting council specification SSPC-SP3.
- Polycarbonate NEMA IV corrosion proof summation boxes are to be mounted on the side of the scale to protect against moisture and condensation entry into the load cell signal summing system.
- Side guide/rub rails bolted on the side of the deck and extend a minimum of 10” in height above deck.
- All installations shall be by qualified technicians including labour, traveling expenses, test truck and weights, calibration and certification shall be included in the price bid.
- All electrical and mechanical parts must be CSA approved and in compliance with Measurement Canada.
- Supply labour, material and equipment to install new buried/trenched conduit as required providing watertight electrical connections from the new scale to the existing unattended scale house building.
- The contractor will be responsible for all technical/IT service work to ensure that the Authority’s computer server, Geoware software, monitor, keypad and printer function as intended with the scale system. The Contractor will be responsible for consulting with the County of Essex’s IT department as required.

WEIGH SCALE APPROACH PADS, RAMPS & SCALE FOUNDATION SPECIFICATIONS (Regional Landfill & Windsor Material Recovery Facility)

- Existing approach pads shall be constructed or modified as necessary to accommodate the new scale deck and system.
- Approach pads shall be minimum 10' horizontal slab and ramps shall be at least 20' in length. All approach pads shall be constructed with concrete.
- Ramps to the approach pad shall be constructed with hot mix asphalt. Concrete is also acceptable, but any extra cost shall be burdened by the contractor.
- Shop drawings shall be submitted for all concrete work prior to construction.
- The concrete flat work under the deck shall be sloped to provide positive drainage and assist in cleaning.

48. Documents/Records

The Contractor shall provide general arrangement drawings for the scales, approach pads and ramps with the bid submission.

Detailed shop drawings and a work schedule, including any engineering services for construction shall be submitted by the Contractor after the contract has been awarded and prior to the start of any construction activities.

The Contractor shall supply the Authority with all operational, maintenance and OEM manuals inclusive of all engineering, As-Built drawings (to scale) and any other relevant information for each of the facilities following completion.

The Contractor shall supply engineered stamped drawings upon completion of the project by a licensed member of the Professional Engineers Ontario (PEO) for all civil engineering work, including but not limited to geotechnical inspection and concrete foundation design.

49. Training

The Contractor shall provide the Authority staff with sufficient on-site training to ensure sufficient working knowledge for operation and maintenance of the scale system.

50. Contingency

No work shall be carried out under this item without prior written approval of the Authority.

51. Form of Bid

Company Information- Please Print Clearly

Company Name: _____

Complete Mailing Address: _____

Company Website: _____

Contact Name: _____

Title: _____

Office Phone Number: _____ Mobile: _____

Email: _____

Address (If Different from above): _____

52. Declaration of Understanding

To: Essex-Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211
Essex, Ontario. N8M 3G4

I (WE) _____

having carefully examined the locality and sites of the proposed works, and all Contract Documents relating thereto, including Addendum/Addenda No. _____ to _____** inclusive in strict accordance with the Contract Documents and agree to furnish all equipment, materials, labour, supervision and all things necessary (Option A & B) for the total sum of

Dollars (\$_____).

** The Bidder will insert here the numbers of the addenda received during the Tendering process.

The Aforesaid Sum Is Made Up As Per The Quantity And Price Schedule On Subsequent Pages.

The Bidder further declares that this RFP is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a RFP for the same work and in all respects is fair and without collusion or fraud.

The Bidder further declares that no member of the THE AUTHORITY and no officer or employee of the Authority is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

Name of Signing Officer (Please Print): _____

Title of Signing Officer: _____

Signature of Signing Officer: _____

53. Quantity and Price Schedule

A. Truck Scale at the Regional Landfill, (7700 County Road 18, Essex, Ont.)

Item	Description	Unit Price	Scale A Only Price	Price If Awarded Scales A and B
A.	New Truck Scale System at the Essex-Windsor Regional Landfill, including all removals, demolition, ramps, approach pads, all foundation and concrete flat work & electrical work as required or complete as specified. (Include general arrangement drawings)	Lump Sum	\$ _____	\$ _____
		Contingency	\$2,500.00	\$5,000.00
		Sub-Total	\$ _____	\$ _____
		H.S.T.	\$ _____	\$ _____
		TOTAL BID PRICE	\$ _____	\$ _____

B. Truck Scale at the Material Recovery Facility (3560 North Service Rd., City of Windsor)

Item.	Description	Unit Price	Scale B Only Price	Price if Awarded Scales A & B
B.	New "Un-Attended" Truck Scale System at the Windsor Material Recovery Facility, including all removals, demolition, ramps, approach pads, all foundation and concrete flat work & electrical work as required or complete as specified. (Include general arrangement drawings)	Lump Sum	\$ _____	\$ _____
		Contingency	\$2,500.00	\$5,000.00
		Sub-Total	\$ _____	\$ _____
		H.S.T.	\$ _____	\$ _____
		TOTAL BID PRICE	\$ _____	\$ _____

Note: The Authority reserves the right to reject any and all price quotes and to waive formalities as the interest of the Authority may require without stating reasons therefore, the lowest or any price quote may not necessarily be accepted.

The Authority reserves the right to award a contract for one or both scales to separate suppliers if it deems appropriate.

54. Maintenance & Warranty Statement

Response time for service calls _____ hours.

Location of local service center or office _____.

Location of major components/parts supplier (such as load cells) _____.

Warranty period:

Load cells _____

Scale deck _____

Scale indicator _____

Cableing, connections, wiring and junction boxes _____.

Asphalt, concrete, foundation & structural work _____.

56. Signatures and Authorizations

Name of Company: _____

Name of Signing Officer: _____

Title of Signing Officer: _____

Signature of Signing Officer: _____

Date: _____

Informal or Incomplete Tenders Cannot Be Considered

**** Lowest or Any Tender Not Necessarily Accepted ****