



ESSEX-WINDSOR SOLID WASTE AUTHORITY  
360 FAIRVIEW AVE. W. SUITE 211, ESSEX ON, N8M 3G4

**TENDER**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR  
LEACHATE LOADING AND HAULING AT ESSEX-WINDSOR  
REGIONAL LANDFILL SITE IN THE TOWN OF ESSEX AND  
ESSEX COUNTY LANDFILL 3 IN THE TOWN OF LAKESHORE.**

<b>TERM OF CONTRACT:</b>	July 2, 2020 – June 30, 2027
<b>ISSUE DATE:</b>	Tuesday, June 11, 2019
<b>CLOSING DATE FOR RECEIPT OF TENDERS:</b>	12:00 Noon Local Time, Wednesday, June 26, 2019
<b>MANDATORY PRE-TENDER MEETING:</b>	Thursday, June 20, 2019 at 9:30 a.m. at Little River Pollution Control Plant

**SUPPLIER NAME:** \_\_\_\_\_

## *PLAN-TAKERS RESPONSIBILITY*

The contractor shall note that it is their obligation to notify the Essex-Windsor Solid Waste Authority if they have printed the document off of the EWSWA 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 EWSWA office to be added to the list.

## CONTACT

Teresa Policella - Executive Secretary

Phone: 519-776-6441 x 1229

Fax: 519-776-6370

Email: [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

Or

Tom Marentette - Manager of Waste Disposal

Phone: 519-776-7941 x 1961

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**ATTACHMENTS FORMING PART OF THIS TENDER DOCUMENT:**

- EWSWA Leachate Hauling Health and Safety Manual – To be distributed at a later date.

## *BIDDER'S CHECK SHEET*

**Scope of Work: FOR LEACHATE LOADING AND HAULING AT ESSEX-WINDSOR REGIONAL LANDFILL SITE IN THE TOWN OF ESSEX AND ESSEX COUNTY LANDFILL 3 IN THE TOWN OF LAKESHORE**

**(To be enclosed in the Bid Envelope)**

**BEFORE SEALING THE ENVELOPE, PLEASE CHECK THAT THE FOLLOWING THINGS HAVE BEEN COMPLETED:**

1. Has your bid been **SIGNED** by the proper officer(s) of the firm?
2. **Have** you enclosed the required bid deposit?
3. Have you enclosed an Agreement to Bond **SIGNED AND SEALED** by your proposed surety?
4. Although not required, you should enclose the **COMPLETE** written contract documents and specifications?
5. Have you signed the Declaration of Understanding?
6. Have you enclosed a copy of your Certificate of Approval Liquid Industrial Waste Class 149L (Landfill Leachate)?
7. Did you attend the mandatory Pre-Tender Meeting?

### **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:

### **CONTACT**

Tom Marentette, P. Eng., Manager of Waste Disposal  
Essex-Windsor Solid Waste Authority  
360 Fairview Avenue West, Suite 211  
ESSEX, Ontario. N8M 3G4  
Telephone 519-776-7941 x1961  
Fax 519-776-5183  
Email: [tommarentette@ewswa.org](mailto:tommarentette@ewswa.org)

## *SUBMISSION DATE*

Sealed bids, clearly marked as to contents, will be received by:

Eli Maodus, General Manager  
Essex-Windsor Solid Waste Authority  
360 Fairview Ave. W., Suite 211  
Essex Ontario, N8M 3G4

Submissions must be made via mail or courier. Submissions made by email or facsimile will not be accepted.

**No later than 12:00 noon local time, on Wednesday, June 26, 2019**  
**Mandatory Pre-Tender Meeting: Thursday, June 20, 2019**

Inquiries can be made via the following contact:

**Tom Marentette, P. Eng., Manager of Waste Disposal**  
**Essex-Windsor Solid Waste Authority**  
**360 Fairview Avenue West, Suite 211**  
**ESSEX, Ontario. N8M 3G4**  
**Telephone: 519-776-7941 x1961**  
**Cell: 226-345-2338**  
**Fax: 519-776-5183**  
**Email: [tommarentette@ewswa.org](mailto:tommarentette@ewswa.org)**

Formal inquiries or questions regarding the tender shall be submitted via email or facsimile. A formal response will be provided to all plan takers.

Bids received after the official closing time and date specified above will not be considered.

On the closing day, commencing at approximately 12:05 PM the bids will be opened, read and recorded publicly by EWSWA staff at the above-mentioned address. **SUBMISSIONS RECEIVED FROM A CONTRACTOR WHO DID NOT ATTEND THE MANDATORY PRE-TENDER MEETING WILL NOT BE OPENED.** Bids will then be checked and reviewed and a report will be submitted to the Essex-Windsor Solid Waste Authority Board for consideration. The lowest or any bid may not be accepted.

## *TERM OF CONTRACT*

The term of the Contract shall commence on **July 2, 2020 and end on June 30, 2027** (the "Term"). EWSWA may mandate an extension of the Term for any period of time up to 1 year upon the same terms and conditions contained in the Contract including, without limitation, the prices specified therein

## *WITHDRAWAL OR QUALIFYING OF BIDS*

Parties who have 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 party for this contract Bid.

Parties may withdraw or qualify their bid at any time up to the official closing time by submitting in writing a letter bearing their signature and seal as in their Bid to the Essex-Windsor Solid Waste Authority. No telephone calls will be considered.

Bids which are qualified may be rejected by the Authority without assigning any reasons.

## *INFORMAL OR UNBALANCED BIDS*

All entries in the Bid Form shall be made in ink or shall be typewritten. Entries or changes made in pencil shall, unless otherwise decided by the Authority will 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 official 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 submitted for an item does not agree with the estimated quantity and the Bidders 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.

Parties 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 10 days after the closing date for submissions.

## *QUANTITIES*

The Bidder should take note that there may be considerable seasonal and yearly fluctuations in the quantity of leachate which will require loading and hauling. These are conditions over which the Authority has no control and the successful Bidder shall be prepared to overcome any problems arising from any variation in quantity whatsoever **and no claim for additional payment will be considered as a result of these fluctuations.**

The Bidder should take note that the Authority reserves the right to divert and/or withhold quantities of leachate as it feels appropriate for purposes of experimentation in alternative methods of leachate disposal at either Landfill Site.

The quantities as set out in the Form of Tender are approximate only and are given as a basis for estimating and comparing bids. Payment will be based on the final quantities of work completed. In case of an error in extending the unit prices, the unit price shall be used to determine the correct Tender price.

## *GENERAL SCOPE OF WORK*

The purpose of this contract is to haul leachate in sufficient quantity to allow for continuous operation of the leachate collection system pumps into the collection ponds. Surcharging or storage of leachate within the Landfill cells is not permitted. Therefore, it is imperative that the tenderer be aware that weather and seasonal fluctuations will impact the quantity of leachate generated. As a result of these fluctuations, the tenderer must be able to provide extra trucks, drivers and shifts as needed or requested by the Authority to accommodate Landfill operations.

## *SUBMISSIONS*

Each Bid shall include a completed Quantity and Price Schedule, Statements A to B and an Agreement to Bond all as bound herein. The complete written contract documents should be submitted with the bid package, although not required. 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 Bid Form. The bid



must be enclosed in a sealed opaque envelope clearly marked with bidder information and contract name.

## *QUALIFICATIONS*

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 service in strict accordance with the specifications. The Authority is requesting as a minimum, 3 years of experience hauling waste, recyclables or other like materials.

The Bidder shall include with the completed Tender a copy of his Environmental Compliance Approval from the Ontario Ministry of the Environment, Conservation & Parks (MECP) for hauling Liquid Industrial Waste Class 149L (landfill leachate).

## *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.

## *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) Specifications
- (ii) Scope of Work
- (iii) General Specifications
- (iv) Form of Bid
- (v) Information for Bidders
- (vi) Bidder's Check List

## *ACCEPTANCE OR REJECTION OF TENDERS*

Subject to the General Conditions, no officer or employee of Authority has authority to make or accept any offer or to enter into a contract on behalf of the Authority or to create any rights against or to impose any obligations on the Authority. A Tender is accepted by the Authority when it is approved unconditionally by the Authority by resolution or on the satisfaction of a condition or conditions if approved conditionally by the Authority. The recommendation of a Tender to Authority for acceptance does not constitute acceptance of the Tender by the Authority.

The Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by a Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Authority of any Tender or by reason of any delay in the acceptance of a Tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed. The Authority reserves the right to reject any or all Tenders and to waive formalities as the interests of the Authority may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.

The Authority will have ninety (90) days to accept the Tender.

## ***BID DEPOSIT***

Tenders shall be accompanied by a deposit in the form of a certified cheque or bid bond in the amount of ten percent (10%) of the annual contract price, made payable to the "Essex-Windsor Solid Waste Authority". The deposits of all bidders except for the two lowest acceptable Tenders 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 Tender 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 his Tender open for a period of not less than ninety (90) days. After the ninety (90) day period the Contractor may without penalty withdraw his Tender and his Tender deposit will be returned to him. He or she may, however, elect to hold his Tender open for a further period of time if necessary and EWSWA reserves the right to accept or reject such Tender so extended.

## ***BIDDER'S 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 they have successfully completed.

## ***SUB-CONTRACTORS***

No sub-contractors shall be permitted under this Contract, except for exceptional circumstances approved in writing by the Authority. Any sub-contractor must comply with the terms and conditions of the Contract.

## ***DETAILS OF EQUIPMENT***

The contractor shall list, in Statement "B", the equipment indicating type, manufacturer, model, capacity and model year which they will be using in performing the work as Tendered. The Contractor must indicate whether the equipment is owned, rented, leased, or to be purchased. Within 6 months of the commencement of the contract two of the primary tankers provided by the contractor shall have a model year of 2018 or

newer. In the event that a period longer than 6 months is required, the Contractor shall provide proof of equipment order to the Authority. All trucks and tankers must be Ministry of Transportation and Ministry of Environment Conservation and Parks compliant.

## *CONTRACT EXECUTION*

The successful Bidder will be required to execute the Form of Agreement of the Contract documents and to furnish the required bonds duly executed by a Surety Company 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 the requirements of this section his entire deposit may be forfeited to the account of the Essex-Windsor Solid Waste Authority.

## *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 shall be issued quarterly and prior to the payment of the final balance due to the Contractor.

## *INSURANCE*

### **General Liability Insurance**

- i. The Contractor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property.
- ii. The property damage deductible shall not exceed one thousand dollars (\$1,000) and shall be the responsibility of the Contractor.
- iii. The Commercial General Liability shall name as Insured:
  - Essex-Windsor Solid Waste Authority
  - The Corporation of the County of Essex
  - The Corporation of the City of Windsor
- iv. The Commercial General Liability Policy shall include but not be limited to the following extensions:

- (a) *All premises, property and operations necessary or incidental to the performance of the contract. Bodily Injury and Property Damage on an occurrence basis*
- (b) *Personal Injury*
- (c) *Broad Form Property Damage*
- (d) *Contingent Employers Liability*
- (e) *Owners and Contractors Protective*
- (f) *Cross Liability*
- (g) *Products and Completed Operations*
- (h) *Non-Owned Automobile with a limit of not less than \$2,000,000.*
- (i) *Blanket Written Contractual*
- (j) *Tenants Legal Liability with a limit of not less than \$2,000,000*
- (k) *30 Days Notice of Cancellation*

v. **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 coverage, any costs thereof including coverage deductibles shall be the sole responsibility of the Contractor.
  - (a) The Contractor shall provide the Authority with a certificate of insurance from an acceptable licensed insurer prior to commencement of the contract

**Auto Liability Insurance**

- i. The Contractor will provide an Automobile Liability Policy written on an Automobile Liability Insurance Form for limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property.
- ii. 30 days Notice of Cancellation.

**Environmental Pollution Liability**

- i) The Contractor will provide an Environmental Liability Policy written on an Environmental Liability Insurance Form for limits of not less than five million dollars (\$5,000,000) inclusive per occurrence.

- ii) The Environmental Liability Policy shall include as additional named insureds:
- Essex-Windsor Solid Waste Authority
  - The Corporation of the County of Essex
  - The Corporation of the City of Windsor
- iii) 30 Days Notice of Cancellation.

## *TAXES*

All prices bid in the Tender shall include all taxes where applicable.

## *POWERS 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 incompetency, impairment, negligence or disregard of others.

## *EXAMINATION OF SITE*

Bidders are required to satisfy themselves by personal examination of the Sites as to the conditions and materials which may be encountered on the Sites. The submission of the Tender shall be deemed proof that the Contractor has satisfied himself 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 from the Contractor that they were uninformed as to any of the provisions or conditions intended to be covered by the contract.

## *ANNUAL PRICE ADJUSTMENT*

The unit prices set out in the Tender shall apply for the period from July 2, 2020 to June 30, 2027 inclusive. The unit prices shall be adjusted up or down annually, effective July 1 of each year. Adjustment of the unit price will be based on two separate calculations.

### A) Non-Fuel Adjustment

90% of the change in the Consumer Price Index for “Canada – All Items” for the preceding 12 month period as published by Statistics Canada. The monthly index is available at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>.

### B) Fuel Adjustment

10% of the change in the twelve month average of Windsor Diesel Prices as published on the Ontario Ministry of Energy’s website <https://www.ontario.ca/page/motor-fuel-prices> using the following links:

- Oil & Gas
- Fuel Prices
- Diesel
- Windsor area

**The following is an example of the calculation for illustrative purposes only:**

July 2, 2020 unit price: \$5.00 (Excluding HST)

### A) Non-Fuel Adjustment

Average of the monthly July 2019 – June 2020 Consumer Price Indices – Canada – All Items: 126.0

Average of the monthly July 2020 – June 2021 Consumer Price Indices – Canada – All Items: 129.0

Change in index: 2.38%

90% of the index change = 2.14%

### B) Fuel Adjustment

Average of the monthly July 2019 – June 2020 Diesel Prices for Windsor: \$1.05 per litre

Average of the monthly July 2020 – June 2021 Diesel Prices for Windsor: \$1.20 per litre

Change in price: 14.28%

10% of the change in price = 1.43%

## **July 1, 2021 Price**

\$5.00 + (2.14% Non-Fuel Adjustment + 1.43% Fuel Adjustment) = \$5.18

## ***PRE-TENDER MEETING***

A mandatory Pre-Tender site meeting will be held on **Thursday, June 20, 2019 at 9:30 am** at the Little River Pollution Control Plant. Representatives of the City of Windsor and the Essex-Windsor Solid Waste Authority will be on hand to answer any questions regarding the leachate drop-off facilities. All Bidders are required to attend the meeting. **TENDER SUBMISSIONS FROM A CONTRACTOR WHO DID NOT ATTEND THE MANDATORY PRE-TENDER MEETING WILL NOT BE OPENED.** If required, arrangements will be made to visit the Lou Romano Water Reclamation Plant, the Essex-Windsor Regional Landfill Site and Landfill No. 3.

## ***GENERAL SPECIFICATIONS***

### ***INTERPRETATION***

#### **Definitions:**

For the purposes of this Contract, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions shall have the following meanings throughout:

“Authority”, “EWSWA” and “Owner” shall mean the Essex-Windsor Solid Waste Authority whose authorized representatives shall be the General Manager, the Waste Diversion Manager, the Waste Disposal Manager, the Manager of Finance and Administration, or persons acting in these positions in their absence and any other persons designated to represent the EWSWA.

“County” means the seven (7) municipalities in Essex County (excluding the City of Windsor).

“City” means the Corporation of the City of Windsor.



## *PERFORMANCE OF THE CONTRACT*

The Contractor shall supply all of the materials, machinery, labour, supervision and equipment to perform all of the work specified 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").

## *COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES*

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

All federal, provincial and local laws and regulations, as well as policies established by the Authority to govern, 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(s).

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:

- Environmental Protection Act and Regulations,
- Transportation of Dangerous Goods Act,
- Workplace Safety and Insurance Act,
- Occupational Health and Safety Act,
- Construction Lien Act and regulations,
- Safety or any other Policies established by the Authority;

- The Contractor shall indemnify and hold harmless the Authority 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.

## *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 shall assign an experienced and qualified person to supervise the operations at all times.

The cleanliness and maintenance of trucks and trailers used by the Contractor are a reflection of the Authority. As such, all equipment used by the contractor shall be kept in a clean and sanitary condition, kept in good repair and in a visual condition which is acceptable to the Authority.

## *ASSIGNMENT*

The contractor shall keep the operation under his personal control and shall not assign, transfer or sublet any portion of the work.

## *SUPERVISION*

The contractor will exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the contractor any order or communications relating to the work. Any supervisor or worker who is not acceptable to the owner by reason of incompetence, improper conduct, etc., shall be removed from the site of the work and replaced forthwith.

## *PERFORMANCE OF THE WORK*

The Contractor shall ensure that the work is performed to the satisfaction of the Authority at all times. All materials and workmanship shall be of excellent quality, and any substandard material or workmanship work shall be replaced or repaired to the satisfaction of the Authority. The Waste Disposal Manager or his designate shall be

notified immediately of truck breakdowns or any other operational issues that may affect production. In the case of driver sickness or any/all other absences, a suitable replacement shall be supplied within 24 Hours.

## *INSPECTION*

Authorized representatives of the Authority shall at all times have access to the work for the purpose of inspection.

## *FIRST AID EQUIPMENT*

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.

## *CO-OPERATION*

During the term of this Contract other Contractors will be present on the Site(s). The Contractor shall extend full co-operation to them, and allow free access to their work at all times. The Authority reserves the right to alter the method of operations on this Contract so as to avoid interference with other work.

The Contractor should also note that during the term of this Contract, the Little River Pollution Control Plant and/or the Lou Romano Water Reclamation Plant may be under construction or expansion. Neither the Authority nor Windsor shall be held liable for any interruptions of work as a result.

## *SITE ACCESS*

### **Essex-Windsor Regional Landfill**

The Contractor shall have access to the site through the main gate. The gate for the Regional Landfill Site 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. For the purposes of loading and hauling leachate after normal operating hours, the contractor will be supplied with the gate entrance key. Upon entering and exiting The Regional Landfill, the Contractor shall ensure that the access gate is closed and locked behind them at all

times. The Contractor shall not access the site for any other purpose than to load & haul leachate unless approved by the Authority.

The Essex-Windsor Regional Landfill is normally open during the following hours:

7:00 a.m. – 4:45 p.m.            Monday - Friday  
8:00 a.m. – 1:45 p.m.            Saturday

### **Landfill No. 3 (Closed Landfill Site)**

The access gate at Landfill No. 3 will normally be closed and locked at all times. The Contractor will normally be permitted access to the site only during the hours noted below unless approved otherwise.

Upon entering and exiting Landfill No. 3, the Contractor shall ensure that the access gate is closed and locked behind them at all times.

Landfill Site No. 3 is a closed landfill site. The contractor will be supplied with the necessary entrance keys. Site access will be granted for the following time periods. The Contractor will not be allowed to access the site during any other hours unless approved otherwise:

6:00 a.m. – 3:00 p.m.            Monday – Friday  
6:00 a.m. – 3:00 p.m.            Saturday

### **Dates Sites Closed**

The Regional Landfill and Landfill Site No. 3 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. No leachate hauling is to take place on statutory holidays unless approved otherwise.

The Contractor should note that the Authority will not be held responsible for any delays to the Contractor or costs incurred should the landfills not be open for the normally scheduled hours for any reason whatsoever.

## ***EWSWA FACILITIES***

The Contractor shall be responsible for any damage to the Authority's or City's facilities or property which results from his operations. The Contractor shall repair any such damage without delay, at his own expense and to the complete satisfaction of the Authority.

## *INDEMNITY*

- A) The Contractor shall indemnify and save harmless the Authority, Essex and 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/City/County 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/City/County 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.

## *BONDING REQUIREMENTS*

The successful Bidder shall furnish a Performance Bond and a Labour and Material Payment Bond for faithful performance of this agreement and for the payment of all labour, material and equipment. Said bonds to be executed by a surety company lawfully authorized to carry on business in the Province of Ontario, and acceptable to the Authority. **Each bond shall be in the amount of Fifty Percent (50%) of the annual Tender price.**

The contractor shall renew the bonds annually or provide a Continuation Certificate on or before June 1<sup>st</sup> of each year of the contract with the exception of the last year of the contract. The renewed bonds shall each be in the amount of no less than Fifty Percent

(50%) of the total annual price after adjustment of the unit prices by the Annual Price Adjustment, and shall not expire until after July 2<sup>nd</sup> of the next year.

### *PRIVATE PROPERTY*

The Contractor shall assume responsibility for crossing or making use of private property. Before the Contractor makes use of any private property for any purpose associated with this Contract, they shall first submit to the Authority a copy of a written agreement granting permission by the Property Owner.

### *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 EWSWA 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 monthly payments to him and/or calling the existing bond.

### *FORCE MAJEURE CLAUSE*

If any of the facilities of the Authority, Windsor or Essex 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.

## *RESPONSIBILITY OF LEACHATE*

The successful Contractor for the haulage of leachate will assume responsibility for the leachate once the leachate has been loaded onto their trucks. Once the material has been delivered to and unloaded at the Pollution Control Plant, Windsor will assume responsibility for the leachate.

In addition the contractor shall be responsible for ensuring that all the equipment used to load, haul and unload leachate is designed and manufactured to eliminate the spillage of leachate at all times. If the contractor fails to comply with these requirements and allows for the spillage of leachate at any time the Authority may at its sole discretion dispense a \$200 fine for every occasion the contractor fails to comply with these requirements. All costs incurred or fines levied by the Authority as a result of any breach of contract will be deducted from the payment certificate for the corresponding payment period.

## *BREACH OF CONTRACT PENALTY*

The contractor shall note that the Manager of Waste Disposal or his designate will conduct regular audits to confirm that the contractor is abiding by all the terms and conditions of the contract. If a breach of contract is documented the Authority reserves the right to impose a \$200 fine per occurrence. All costs incurred or fines levied by the Authority as a result of any breach of contract will be deducted from the payment certificate for the corresponding payment period.

(TENDER ITEM NO. 1)

## ***LOADING AND HAULING OF LEACHATE FROM LANDFILL NO. 3 TO THE LITTLE RIVER POLLUTION CONTROL PLANT***

### ***SCOPE***

This work shall consist of all equipment, materials and labour required to load leachate at Landfill Site No. 3, haul the leachate to the Little River Pollution Control Plant and unload the leachate into a designated inlet to the Plant.

During the life of this contract, the Essex-Windsor Solid Waste Authority intends on treating as much leachate as possible generated from Landfill No. 3 at the Little River Pollution Control Plant. If the Little River Pollution Control Plant cannot accept Landfill No. 3 leachate for any reason, the Authority, as a contingency, intends on directing the leachate to the Lou Romano Water Reclamation Plant until such time as the Little River Pollution Control Plant becomes available. The contract price for Item No. 2 should reflect this cost.

### ***LEACHATE LOADING LOCATIONS***

At Landfill Site No. 3, in the Town of Lakeshore, leachate collected from the landfill by the collection system flows into the leachate collection pond, from which the leachate must be loaded and hauled to the Little River Pollution Control Plant.

### ***SPECIFICS***

The Contractor shall employ as many tanker trucks as required to maintain the level of the leachate collection pond as directed by the Authority.

During high precipitation months, the Contractor may be required to haul in excess of 2,000 tonnes of leachate from Landfill 3 in each of any one or more calendar weeks during the term of this contract.

**If, for any reason, the contractor fails to meet the above noted haulage requirements or the leachate level of the collection ponds exceeds the maximum operating level for a period of 24 hours, the Authority will consider this a breach of**



**contract and after giving notice to the Contractor, in its sole discretion retain the services of those persons or companies the Authority deems necessary to maintain or reduce the leachate level of the pond to or below the maximum operating level. The Contractor shall be required to reimburse the Authority for any and all costs it incurs over and above the amount that would have been paid to the Contractor in retaining these outside services, which costs may be deducted by the Authority from any money that may be due or payable to the Contractor.**

Tanker trucks utilized by the Contractor shall carry full loads only and no mixing of other wastes shall be allowed.

The Contractor will ensure that the tankers are completely sealed and leak-proof and that no spills occur during the loading, unloading or transportation of the leachate. If a spill should occur, it shall be the responsibility of the Contractor to contain the spill and conduct immediate remedial measures up to and including notification of the MECP Spills Action Centre at 1-800-268-6060.

The Contractor should note that they will be fully responsible to supply any and all leak proof pumps, hoses, fittings, etc., unless noted otherwise, to load his tanker trucks with leachate at the leachate collection pond. The supplied equipment shall be designed to operate in all weather, including winter freeze conditions. All pumps supplied by the Contractor must come complete with a locking mechanism to secure the pump from operation during the Contractor's absence. It will be the responsibility of the Contractor to ensure that the pumps are locked and secured from operation during the Contractor's absence at all times. Should a pump require repair or maintenance, the Contractor shall provide a replacement pump without delay and the Manager of Waste Disposal or his designate shall be notified. The area around the pump and fill area shall be kept clean and free of debris by Contractor.

The Contractor shall provide and correctly complete manifests for each load which is hauled, in accordance with requirements as outlined by the Ministry of the Environment, Conservation and Parks.

## *MEASUREMENT AND PAYMENT*

Measurement of the quantity for payment for the Little River Pollution Control Plant will be calculated as follows:

For the Little River Pollution Control Plant, measurement of the quantity for payment will be made on a volume basis which will then be converted to tonnes ( $1 \text{ m}^3 = 1 \text{ tonne}$ ) as estimated by the ultrasonic level measurement system provided by the City of Windsor at this facility.

The volume estimated by the ultrasonic level measurement system provided by the City of Windsor shall be the accepted form of measurement for the quantity of leachate that is delivered to the Little River Pollution Control Plant.

As noted, the Authority will use as an aid to its estimate, the difference in the holding tank level before and after Leachate is unloaded as measured by an ultrasonic level detection device. The Authority estimate shall be deemed decisive, final and overriding.

If the Contractor so elects and the Authority approves in writing, the Contractor may, at his own cost (both transportation and weigh cost) weigh the contents of each leachate load on a government approved scale and in such a case, the contractor shall be entitled to payments for the net weight of the leachate as recorded on the weigh slip of the government approved scale. The Authority reserves the right to request bi-annual scale calibration for any and all third party scales used to record the measurement and payment.

Measurement of the quantity for payment will be made in tonnes (metric) of leachate hauled as determined by the difference in empty versus loaded weights of the tanker trucks. The weights recorded on the weigh scale receipt from the government approved scale shall be the accepted measurement.

Payment shall be determined by the Authority and shall be made at the unit price bid for the specific item as Tendered.

Payment shall be compensation in full for all labour, equipment, materials and other costs required to perform the work as specified.

## *ACCESS TO LITTLE RIVER POLLUTION CONTROL PLANT*

The Contractor must note the following conditions will apply to accessing the Little River Pollution Control Plant;

1. Leachate shall be unloaded at the plant's Leachate unloading Facility (one location only), either a mixing tank or other point as designated by the plant personnel. Approximately 15 minutes will be required to discharge a 40 m<sup>3</sup> load. Random sampling of loads will also be required, and this will entail some further delay in unloading.
2. The Contractor will be required to provide plant personnel at least 1 hour's notice prior to the first daily delivery of leachate. This notice may be given by telephone,

or by the truck driver informing an authorized employee at the plant personally that they will be returning the next day with another load at a specified time.

3. Every load of leachate must arrive at the Little River Pollution Control Plant within one hour of leaving the Landfill. Authorized plant personnel must be notified immediately of any delays which could result in arrival later than one hour after leaving the landfill. The Contractor will provide to the Authority a written explanation of any such delays if requested by the Authority.
4. The Contractor must ensure that no loads arrive at the Little River Pollution Control Plant later than the permitted hours of access which are in effect. The Contractor must notify authorized plant personnel immediately if a late arrival time is anticipated and the Contractor will be held responsible for the cost of overtime for plant personnel, at the discretion of the Authority. The costs will be deducted from payments due to the Contractor.
5. At the end of each day the contractor or his designate must contact a member of the Little River Pollution Control Plant personnel who is authorized to receive manifests, and have the manifest signed for the loads received prior to leaving the plant.
6. The Contractor will be permitted access to the Little River Pollution Control Plant normally during the following hours:

***Little River Pollution Control Plant Hours of Operation***

Monday - Friday                      7:00 a.m. to 4:00 p.m.

Saturday                                7:00 a.m. to 4:00 p.m.

The Contractor will not be permitted access to the Little River Pollution Control Plant on Sunday or scheduled holidays for Little River Pollution Control Plant personnel. If the Contractor intends on hauling leachate other than normal business hours prior approval must be received by the Authority no less than 24 hours prior to the work being carried out. Additional haul hours may only be granted during emergency situations.

7. The access gate for the leachate holding tank drop-off area at the Little River Pollution Control Plant facility will normally be closed and locked at all times. Upon entering and exiting the facility, the contractor is to ensure that the access gate is closed and locked behind them at all times. In addition, prior to leaving the Little River Pollution Control Plant facility, the Contractor shall wash the pad of

any and all leachate with the hoses provided, as per the direction of Windsor and further, upon completion, secure said hoses in the harnesses provided.

(TENDER ITEM NO. 2)

## **LOADING AND HAULING OF LEACHATE FROM LANDFILL NO. 3 TO THE LOU ROMANO WATER RECLAMATION PLANT**

### **SCOPE**

This work shall consist of all equipment, materials and labour required to load leachate at Landfill Site No. 3, haul the leachate to the Lou Romano Water Reclamation Plant and unload the leachate into a designated inlet to the Plant.

During the life of this contract, the Essex-Windsor Solid Waste Authority intends on treating all the leachate generated from Landfill No. 3 at the Little River Pollution Control Plant. If the Little River Pollution Control Plant cannot accept Landfill No. 3 leachate for any reason, the Authority, as a contingency, intends on directing the leachate to the Lou Romano Water Reclamation Plant until such time as the Little River Pollution Control Plant becomes available. The contract price for Item No. 2 should reflect this cost.

### **LEACHATE LOADING LOCATIONS**

At Landfill Site No. 3, in the Town of Lakeshore, leachate collected from the landfill by the collection system flows into the leachate collection pond, from which the leachate must be loaded and hauled to the Lou Romano Water Reclamation Plant.

### **SPECIFICS**

The Contractor shall employ as many tanker trucks as required to maintain the level of the leachate collection pond at or below designated height at all times. (Schedule F)

During high precipitation months the contractor may be required to haul in excess of 2,000 tonnes of leachate from Landfill 3 in each of any one or more calendar weeks during the term of the contract.

**If, for any reason the contractor fails to meet the above noted haulage requirements or the leachate level of the collection ponds exceeds the maximum operating level for a period of 24 hours, the Authority will consider this a breach of**

**contract and after giving notice to the Contractor, in its sole discretion retain the services of those persons or companies the Authority deems necessary to maintain or reduce the leachate level of the pond to or below the maximum operating level. The Contractor shall be required to reimburse the Authority for any and all costs it incurs over and above the amount that would have been paid to the Contractor in retaining these outside services, which costs may be deducted by the Authority from any money that may be due or payable to the Contractor.**

Tanker trucks utilized by the Contractor shall carry full loads only and no mixing of other wastes shall be allowed.

The Contractor will ensure that the tankers are completely sealed and leak-proof and that no spills occur during the loading, unloading or transportation of the leachate. If a spill should occur, it shall be the responsibility of the Contractor to contain the spill and conduct immediate remedial measures up to and including notification of the MECP Spills Action Centre at 1-800-268-6060.

The Contractor should note that they will be fully responsible to supply any and all leak proof pumps, hoses, fittings, etc., unless noted otherwise, to load his tanker trucks with leachate at the leachate collection pond. The supplied equipment shall be designed to operate in all weather, including winter freeze conditions. All pumps supplied by the Contractor must come complete with a locking mechanism to secure the pump from operation during the Contractor's absence. It will be the responsibility of the Contractor to ensure that the pumps are locked and secured from operation during the Contractor's absence at all times. Should a pump require repair or maintenance, the Contractor shall provide a replacement pump without delay. The area around the pump and fill area shall be kept clean and free of debris by Contractor.

The Contractor shall provide and correctly complete manifests for each load which is hauled, in accordance with requirements as outlined by the Ministry of Environment, Conservation and Parks (MECP).

## ***MEASUREMENT AND PAYMENT***

For the Lou Romano Water Reclamation Plant, measurement of the quantity for payment will be made in tonnes (metric) of leachate hauled as determined by the difference in empty versus loaded weights of the tanker trucks. For purposes of this contract, (1 tonne of Leachate water = 1 m<sup>3</sup>).

The weight tickets provided at the Regional Landfill scale shall be the accepted form of measurement for the quantity of leachate that is delivered to the Lou Romano Water Reclamation Plant. The Authority's scale shall be deemed decisive, final and overriding.

If the Contractor so elects and the Authority approves in writing, the Contractor may, at his own cost (both transportation and weigh cost) weigh the contents of each leachate load on a government approved scale and in such a case, the contractor shall be entitled to payments for the net weight of the leachate as recorded on the weigh slip of the government approved scale. The Authority reserves the right to request bi-annual scale calibration for any and all third party scales used to record the measurement and payment.

Measurement of the quantity for payment will be made in tonnes (metric) of leachate hauled as determined by the difference in empty versus loaded weights of the tanker trucks. The weights recorded on the weigh scale receipt from the government approved scale shall be the accepted measurement.

Payment shall be determined by the Authority and shall be made at the unit price bid for the specific item as Tendered.

Payment shall be compensation in full for all labour, equipment, materials and other costs required to perform the work as specified.

## *ACCESS TO LOU ROMANO WATER RECLAMATION PLANT*

The Contractor must note the following conditions will apply to accessing the Lou Romano Water Reclamation Plant;

1. Leachate shall be unloaded at one location only, the leachate unloading station or other point as designated by the plant personnel. Approximately 15 minutes will be required to discharge a 40 m<sup>3</sup> load. Random sampling of loads will also be required, and this will entail some further delay in unloading.
2. The Contractor will be required to provide plant personnel with two hour's notice prior to delivery of **EACH** load of leachate. This notice may be given by telephone, or by the truck driver informing an authorized employee at the plant personally that they will be returning with another load at a specified time.
3. Every load of leachate must arrive at the Lou Romano Water Reclamation Plant within one hour of leaving the Landfill. Authorized plant personnel must be notified immediately of any delays which could result in arrival later than one hour after leaving the landfill. The Contractor will provide to the Authority a written explanation of any such delays if requested by the Authority.

4. The Contractor must ensure that no loads arrive at the Lou Romano Water Reclamation Plant later than the permitted hours of access which are in effect. The Contractor must notify authorized plant personnel immediately if late arrival is anticipated. The Contractor will be held responsible for the cost of overtime for plant personnel, at the discretion of the Authority. The costs will be deducted from payments due to the Contractor.
5. At the end of each day the contractor or his designate must contact a member of the Lou Romano Water Reclamation Plant personnel who is authorized to receive manifests, and have the manifest signed for the loads received prior to leaving the plant.
6. The Contractor will be permitted access to the Lou Romano Water Reclamation Plant normally during the following hours:  

Monday - Friday	7:00 p.m. to 4:00 p.m.
Saturday	7:00 a.m. to 4:00 p.m.

The Lou Romano Water Reclamation Plant operates 24 hours per day, however shift change occurs at 3:00 p.m. daily, limiting the amount of staff onsite to assist drivers.

7. The Contractor may arrange access to the **Lou Romano Water Reclamation Plant** during the following extra hours, or additional hours as approved by the Authority in writing only by giving a minimum of twenty-four (2) hours prior notice to authorized plant personnel of the days the contractor wishes to utilize extra hours, and the hours they will require. The Contractor shall note that this twenty-four (24) hour notice period will be strictly adhered to.

Saturday 7:00 a.m. to 4:00 p.m.

8. The Contractor will not be permitted access to the Lou Romano Water Reclamation Plant on Sundays or scheduled holidays. If the Contractor intends on hauling leachate other than normal business hours prior approval must be received by the Authority no less than 24 hours prior to the work being carried out. Additional haul hours over and above what is listed, may only be granted during emergency situations.

(TENDER ITEM NO. 3)

## ***LOADING AND HAULING OF LEACHATE FROM ESSEX-WINDSOR REGIONAL LANDFILL TO THE LOU ROMANO WATER RECLAMATION PLANT***

### ***SCOPE***

This work shall consist of all equipment, materials and labour required to load leachate at the Essex-Windsor Regional Landfill, haul the leachate to the Lou Romano Water Reclamation Plant and unload the leachate into a designated inlet to the Plant.

### ***LEACHATE LOADING LOCATIONS***

At the Essex-Windsor Regional Landfill, in the Town of Essex, leachate collected from the Landfill by the collection system flows into the leachate collection ponds, from which the leachate must be loaded and hauled to the Lou Romano Water Reclamation Plant.

### ***HAUL ROUTES***

All leachate haulers must follow designated haul routes as assigned by the Authority. Unless notified otherwise, the following haul routes are to be used:

For the Essex-Windsor Regional Landfill, all vehicles hauling leachate from the site, shall use County Road 18 east to County Road 23, and then north to Highway 3 and then westerly to the City of Windsor. The same roads shall be used in returning to the site.

Under no circumstance is the contractor to use any other haul route unless prior approval is received in writing from the Essex-Windsor Solid Waste Authority General Manager or his designate.

If at any time a contractor truck is observed using an alternate haul route without prior consent, it shall be considered a breach of contract and shall be subject to a penalty of \$200.00. The penalty shall be recovered from the contractor by deduction from the monthly payments to him.



## *SPECIFICS*

The Contractor shall employ as many tanker trucks as required to maintain the level of the leachate collection ponds as directed by the Essex-Windsor Solid Waste Authority.

The Contractor may be required to haul up to approximately 2,000 tonnes of leachate in each of any one or more calendar weeks during the term of this contract.

**If, for any reason the contractor fails to meet the above noted haulage requirements or the leachate level of the collection pond exceeds the maximum operating level for a period of 24 hours, the Authority will consider this a breach of contract and after giving notice to the Contractor, in its sole discretion retain the services of those persons or companies the Authority deems necessary to maintain or reduce the leachate level of the pond to or below the maximum operating level. The Contractor shall be required to reimburse the Authority for any and all costs it incurs over and above the amount that would have been paid to the Contractor in retaining these outside services, which costs may be deducted by the Authority from any money that may be due or payable to the Contractor.**

Tanker trucks utilized by the Contractor shall carry full loads only and no mixing of other wastes shall be allowed. Measurement of the quantity and payment for the Lou Romano Water Reclamation Plant will be calculated as estimated by an ultrasonic level measurement system provided by the City of Windsor at the plant.

The Contractor will ensure that the tankers are completely sealed and leak-proof and that no spills occur during the loading, unloading or transportation of the leachate. If a spill should occur, it shall be the responsibility of the Contractor to contain the spill and conduct immediate remedial measures up to and including notification of the MECP Spills Action Hotline 1-800-268-6060.

The Contractor should note that they will be fully responsible to supply any and all leak proof pumps, hoses, fittings, etc., unless noted otherwise, to load his tanker trucks with leachate at the leachate collection pond or manhole. The supplied equipment shall be designed to operate in all weather including winter freeze conditions. All pumps supplied by the Contractor must come complete with a locking mechanism to secure the pump from operation during the Contractor's absence. It will be the responsibility of the Contractor to ensure that the pumps are locked and secured from operation during the Contractor's absence at all times.

The Contractor shall provide and correctly complete manifests for each load which is hauled, in accordance with requirements as outlined by the Ministry of Environment, Conservation & Parks.

## *MEASUREMENT AND PAYMENT*

Measurement of the quantity for payment for the Lou Romano Water Reclamation Plant will be calculated as follows:

For the Lou Romano Water Reclamation Plant, measurement of the quantity for payment will be made on a volume basis which will then be converted to tonnes ( $1 \text{ m}^3 = 1 \text{ tonne}$ ) as estimated by the magnetic flow meter measurement system provided by The City of Windsor at this facility.

The volume estimated by the magnetic flow meter measurement system shall be the accepted form of measurement for the quantity of leachate that is delivered to the Lou Romano Water Reclamation Plant. The Authority estimate shall be deemed decisive, final and overriding.

If the Contractor so elects and the Authority approves in writing, the Contractor may, at his own cost (both transportation and weigh cost) weigh the contents of each leachate load on a government approved scale and in such a case, the contractor shall be entitled to payments for the net weight of the leachate as recorded on the weigh slip of the government approved scale. The Authority reserves the right to request bi-annual scale calibration for any and all third party scales used to record the measurement and payment.

Measurement of the quantity for payment will be made in tonnes (metric) of leachate hauled as determined by the difference in empty versus loaded weights of the tanker trucks. The weights recorded on the weigh scale receipt from the government approved scale shall be the accepted measurement.

Payment shall be determined by the Authority and shall be made at the unit price bid for the specific item as Tendered.

Payment shall be compensation in full for all labour, equipment, materials and other costs required to perform the work as specified.

## *ACCESS TO LOU ROMANO WATER RECLAMATION PLANT*

The Contractor must note the following conditions will apply to accessing the Lou Romano Water Reclamation Plant;

1. Leachate shall be unloaded at one location only, the leachate unloading station or other point as designated by the plant personnel. Approximately 15 minutes will be required to discharge a 40 m<sup>3</sup> load. Random sampling of loads will also be required, and this will entail some further delay in unloading.
2. The Contractor will be required to provide plant personnel with two hours notice prior to delivery of **EACH** load of leachate. This notice may be given by telephone, or by the truck driver informing an authorized employee at the plant personally that they will be returning with another load at a specified time.
3. Every load of leachate must arrive at the Lou Romano Water Reclamation Plant (Gate 1) within one hour of leaving the Landfill. Authorized plant personnel must be notified immediately of any delays which could result in arrival later than one hour after leaving the landfill. The Contractor will provide to the Authority a written explanation of any such delays if requested by the Authority.
4. The Contractor must ensure that no loads arrive at the Lou Romano Water Reclamation Plant later than the permitted hours of access which are in effect. The Contractor must notify authorized plant personnel immediately if late arrival time is anticipated. The Contractor will be held responsible for the cost of overtime for plant personnel, at the discretion of the Authority. The costs will be deducted from payments due to the Contractor.
5. At the end of each day the contractor or their designate must contact a member of the Lou Romano Water Reclamation Plant personnel who is authorized to receive manifests, and have the manifest signed for the loads received prior to leaving the plant.

6. The Contractor will be permitted access to the Lou Romano Water Reclamation Plant normally during the following hours:

**Lou Romano Water Reclamation Plant Hours of Operation**

Monday - Friday                      7:00 a.m. to 4:00 p.m.

Saturday                                7:00 a.m. to 4:00 p.m.

The Lou Romano plant operates 24 hours per day, however, shift change occurs at 3:00 p.m. daily, limiting the amount of staff onsite to assist drivers.

7. The Contractor may arrange access to the **Lou Romano Water Reclamation Plant** during the following extra hours, or additional hours as approved by the Authority in writing only by giving a minimum of twenty-four (24) hours prior notice to authorized plant personnel of the days the contractor wishes to utilize extra hours, and the hours they will require. The Contractor shall note that this twenty-four (24) hour notice period will be strictly adhered to.

Saturday                                7:00 a.m. to 4:00 p.m.

8. The Contractor will not be permitted access to the Lou Romano Water Reclamation Plant on Sundays or scheduled holidays. If the Contractor intends to haul leachate other than during normal business hours, prior approval must be granted by the Authority no less than 24 hours prior to the work being carried out.

Note: Additional haul hours (afternoon shift) may also be required during emergency situations, peak periods or anytime as requested by the Authority.

## COMPANY INFORMATION

**PLEASE PRINT CLEARLY**

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

Address: \_\_\_\_\_  
Street P.O. Box

\_\_\_\_\_ Postal Code  
City Province

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Web Site: \_\_\_\_\_

## CONTACT PERSON INFORMATION

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
(if different than company address) Street P.O. Box

\_\_\_\_\_ Postal Code  
City Province

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

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

## 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 site 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 things necessary for the sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) .

\*\* The Bidder will insert here the numbers of the addenda received by him 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 Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a Tender for the same work and in all respects is fair and without collusion or fraud.

The Bidder further declares that no member of the EWSWA 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 \_\_\_\_\_

## QUANTITY AND PRICE SCHEDULE

**Leachate Loading and Hauling  
From July 2, 2020 to June 30, 2027  
Estimated Annual Quantity For  
Landfill No. 3 And  
The Essex-Windsor Regional Landfill**

Item #	Description	Unit	Est'd Annual Quantity	Unit Price	Annual Amount
1	Loading and hauling of leachate from Landfill No. 3 to the Little River Pollution Control Plant, complete as specified	Tonne	25,000	\$ _____	\$ _____
2	Loading and hauling of leachate from Landfill No. 3 to the Lou Romano Water Reclamation Plant, complete as specified	Tonne	25,000	\$ _____	\$ _____
3	Loading and hauling of leachate from the Essex-Windsor Regional Landfill to the Lou Romano Water Reclamation Plant, complete as specified	Tonne	75,000	\$ _____	\$ _____
				HST	\$ _____
				<b>Total Tender Price</b>	<b>\$ _____</b>

- The Contractor should note that it will be necessary to haul leachate from Landfill No. 3 to the Lou Romano Water Reclamation Plant when the Little River plant is over capacity. The price for item no. 2 should reflect this contingency.

The Contractor should note that the leachate quantities set out in the form of Tender are provided as a basis for estimating and comparing bids. Actual amounts are subject to change depending on weather & seasonal conditions.

**STATEMENT A**

**BIDDER'S EXPERIENCE IN SIMILAR WORK**

Year	Description of Contract	For Whom Work Was Performed	Contact Person	Telephone	Annual Value



**STATEMENT B**

**DETAILS OF EQUIPMENT**

Type of Equipment	Ownership	G.V.W. Capacity/Size	Year/No.
Tractor(s)			
Tankers			

## *SIGNATURE PAGE*

Name of Company: \_\_\_\_\_

Name of Signing Officer: \_\_\_\_\_

Title of Signing Officer: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

***INFORMAL TENDERS CANNOT BE CONSIDERED***

***\*\* LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED \*\****

## AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for the Bidder for a Performance Bond totalling Fifty Percent (50%) of the Annual Tender Price and for a Labour and Material Payment Bond totalling Fifty Percent (50%) of the Annual Tender Price, all conforming to the Instruments of Contract attached hereto, for the full and due performance of the work shown as described herein if the Tender to load and haul leachate at Essex-Windsor Regional Landfill Site and Landfill Site No. 3 and is accepted by the Essex-Windsor Solid Waste Authority.

It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for said bonds must be completed with the undersigned within seven (7) days from the day upon which the Essex-Windsor Solid Waste Authority gives the successful Bidder notice that the Form of Agreement is to be executed, otherwise this Agreement shall be null and void.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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**Name of Bonding Company**

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**Signature of Authorized  
Personnel for Bonding Company**

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**Title of Signing Authority  
for Bonding Company**

**NOTE:** Surety must be a guaranty company authorized by law to carry on business in the Province of Ontario

## SCHEDULE "A" - Leachate Quantities Hauled for Treatment

### Landfill No. 3

	2013	2014	2015	2016	2017	2018	2019
MONTH	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES
JAN	4,819	3,686	2,012	2,045	3,442	3,791	5,284
FEB	6,373	5,710	459	2,011	4,666	2,621	3,392
MAR	7,390	6,957	3,221	1,939	6,446	5,122	4,388
APR	7,952	6,377	2,422	5,330	7,980	5,867	3,815
MAY	5,089	4,680	2,414	4,554	4,927	4,747	
JUN	6,620	2,796	2,565	3,607	2,888	3,164	
JUL	5,671	1,759	3,798	2,485	0	8,321	
AUG	5,471	3,562	3,730	3,250	0	5,481	
SEP	4,935	3,866	2,416	1,849	2,880	1,077	
OCT	4,738	4,167	2,443	975	3,377	943	
NOV	4,111	3,029	2,845	3,392	2,096	2,215	
DEC	4,213	2,034	2,294	3,168	234	2,652	
<b>TOTALS</b>	<b>67,381</b>	<b>48,622</b>	<b>30,620</b>	<b>34,604</b>	<b>38,935</b>	<b>46,000</b>	

	2007	2008	2009	2010	2011	2012
MONTH	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES
JAN	15,813	8,614	11,016	2,656	4,156	15,495
FEB	5,869	10,033	13,255	3,400	4,932	16,912
MAR	8,883	11,158	17,234	5,288	11,992	16,380
APR	9,218	13,873	11,911	4,868	17,431	13,382
MAY	7,577	9,159	16,587	6,895	19,928	5,097
JUN	6,961	5,563	5,722	7,211	13,386	4,601
JUL	5,703	6,959	4,309	4,756	13,042	3,442
AUG	5,752	6,083	2,730	3,463	5,540	4,046
SEP	0	1,514	2,786	0	5,218	1,592
OCT	2,161	4,960	2,676	3,439	8,495	2,271
NOV	3,039	3,703	2,339	557	7,798	2,143
DEC	1,492	6,126	607	5,008	19,331	2,280
<b>TOTALS</b>	<b>72,468</b>	<b>87,745</b>	<b>91,173</b>	<b>47,540</b>	<b>131,249</b>	<b>87,638</b>

## SCHEDULE "B" - Leachate Quantities Hauled for Treatment

### Essex-Windsor Regional Landfill Site

	2013	2014	2015	2016	2017	2018	2019
MONTH	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES
JAN	1,805	722	2,513	1,004	3,544	5,820	5,106
FEB	4,538	1,200	1,541	2,260	5,766	6,788	5,581
MAR	5,041	3,317	3,575	3,401	6,372	6,896	7,765
APR	5,262	5,385	3,302	5,978	3,332	6,340	13,392
MAY	2,295	4,489	721	4,862	5,483	6,213	13,348
JUN	0	1,205	2,430	759	5,090	5,829	
JUL	2,445	0	4,155	0	0	2,837	
AUG	3,547	1,908	3,029	0	0	3,022	
SEP	2,687	2,880	2,770	0	0	1,694	
OCT	2,148	3,621	2,153	2,822	1,791	5,105	
NOV	1,741	3,149	1,276	3,307	6,924	5,686	
DEC	996	3,523	1,183	1,711	4,043	5,366	
<b>TOTALS</b>	<b>32,507</b>	<b>31,398</b>	<b>28,649</b>	<b>26,102</b>	<b>42,345</b>	<b>61,597</b>	

	2007	2008	2009	2010	2011	2012
MONTH	TONNES	TONNES	TONNES	TONNES	TONNES	TONNES
JAN	2,474	2,109	0	1,596	1,811	3,282
FEB	5,719	2,484	0	1,581	969	2,610
MAR	4,577	5,105	208	1,657	4,030	4,944
APR	4,380	4,233	2,871	909	1,800	4,360
MAY	3,878	6,029	583	41	239	5,106
JUN	0	1,039	6,234	1,382	5,725	0
JUL	0	0	337	1,284	4,840	0
AUG	0	1,367	0	0	3,665	0
SEP	2,547	0	0	0	3,084	0
OCT	2,004	1,676	0	204	4,642	2,448
NOV	1,623	3,375	358	617	4,273	2,006
DEC	842	2,358	2,161	2,071	115	1,646
<b>TOTALS</b>	<b>28,044</b>	<b>29,775</b>	<b>12,751</b>	<b>11,343</b>	<b>35,193</b>	<b>26,402</b>





## SCHEDULE "E" - Leachate Loading and Hauling Health and Safety Orientation Policy Manual

**February 2019**

**(Attached as separate document)**

**To be distributed at a later date.**