



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1134-2019

**SUPPLY AND INSTALL OF WEIGH SCALES AT BRADY ROAD RESOURCE
MANAGEMENT FACILITY**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	8
B16. Withdrawal of Bids	8
B17. Evaluation of Bids	8
B18. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Ownership of Information, Confidentiality and Non Disclosure	1
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2
D9. Subcontractor List	2
D10. Detailed Work Schedule	3

Schedule of Work

D11. Commencement	3
D12. Parts Availability	3
D13. Delivery	3
D14. Liquidated Damages	3
D15. Scheduled Maintenance	4

Measurement and Payment

D16. Invoices	4
D17. Payment	4
D18. Payment Schedule	4

Warranty

D19. Warranty	5
Form J: Subcontractor List	6
Form L: Detailed Work Schedule	7

Form L: Detailed Work Schedule	8
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PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Approved Products	1
E4. Shop Drawings	2
E5. Application	3
E6. Scheduling	3
E7. Removal of Existing Scales	4
E8. Design Requirements	4
E9. Submissions	4
E10. Vehicle Scale System	4
E11. Traffic Control Lights	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND INSTALL OF WEIGH SCALES AT BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 9, 2019.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid; and
- (b) Form B: Prices.

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender

number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B8.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B10.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Protech Scales
 - (i) Budgeting and specifications
 - (b) Superior Scales
 - (i) Budgeting and specifications
 - (c) Avery Weigh-Tronix
 - (i) Budgeting and specifications

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 10 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B17.4 Further to B17.1(c), where the Total Bid Price exceeds the funds stated in D2.3, the City may determine that no award will be made in accordance with B18.2.1(a).

B17.5 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.6 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B18.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of removal of existing weigh scales, supply and install three (3) new weigh scales including the associated electronic equipment, instrumentation and devices for an automated weighing system along with testing and Measurement Canada Certification at the City of Winnipeg's Brady Road Resource Management Facility.

D2.2 The major components of the Work are as follows:

- (a) Removal of the existing Weigh Scale and related Components
- (b) Supply and install three (3) low profile steel platform (pitless) vehicle weigh scales including associated electronic instrumentation custom built to meet existing foundation supplied from a single manufacturer.
- (c) Supply and install weighing system for the scales including indicator, cables and options, scale instrumentation and remote display in or on the scale house or in an area specified by the Contract Administrator.
- (d) Supply and install three (3) traffic control light systems for the scales.
- (e) Testing and Calibration including Measurement Canada Certification

D2.3 The funds available for this Contract are \$335,000

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**BRRMF**" means Brady Road Resource Management Facility located at 1777 Brady Rd;
- (b) "**WEXX Lane**" means the southern most scale lane for unmanned and completely automated weighing of commercial vehicles;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Duy Doan, C.E.T.
Project Coordinator

Telephone No.: 204- 986-4998

Email Address: ddoan@winnipeg.ca

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. SUBCONTRACTOR LIST

- D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work.

D10. DETAILED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the Subcontractor list specified in D9; and
 - (v) the detailed work schedule specified in D10;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. PARTS AVAILABILITY

D12.1 In order to assure minimum downtime of the Scales, the Contractor shall maintain a stock of all replacements parts in North America, either in his/her own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of twelve (12) years.

D12.1.1 Further to D12.1, if replacement parts are not available within the twelve (12) years, and the City is required to build or acquire parts by their own means, the Contractor may be charged back 100% of the parts replacement costs.

D12.2 Parts shall be made available by the Contractor, within two (2) Business Days from a request by the Contract Administrator or designate.

D12.3 Where Equipment is not available for use due to the Contractor's failure to supply parts in accordance with D12.2, the failure to supply parts may be determined to be an Event of Default in accordance with C16.

D13. DELIVERY

D13.1 Goods shall be delivered, installed, and calibrated within sixty (60) Calendar Day(s) of the award of contract, f.o.b. destination, freight prepaid to:

D13.2 Initial start-up delivery shall be forty-five (45) Business days from the date of award.

D13.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D14. LIQUIDATED DAMAGES

D14.1 If the Contractor fails to achieve delivery and installation of the goods within the time specified in D12.1 Delivery the Contractor shall pay the City seven hundred and fifty dollars (\$750) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. SCHEDULED MAINTENANCE

D15.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications as per E10.9.

D15.2 Determination of Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D17. PAYMENT

D17.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18. PAYMENT SCHEDULE

D18.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire five (5) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.
- D19.1.1 The five (5) years warranty shall be an all-inclusive warranty. The Contractor will promptly correct any defects appearing within the warranty period.
- D19.2 All scale assembly including all load cells, scale instrumentation, junction boxes, and cables will be warranted from failures due to a defect in manufacturing, workmanship, installation, lightning or surge voltages for ten (10) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.
- D19.3 The Contractor will bear all charges and expenses associated with repairing any defect covered under the warranty including but not limited to replacement parts, equipment, on-site labour, travel time to and from the site and any associated freight or handling, and re-certification to Weights and Measures expenses incurred.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-D-382 r1	Structural Truck Scale Foundation Plans – Construction Drawing Only
SWD-D-383 r1	Structural Truck Scale Sections Standard Details – Construction Drawing Only

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. GOODS

E2.1 The Contractor shall remove existing scales, supply, deliver and install three (3) low profile steel platform (pitless) weigh scales and all associated electronics and accessories at the Brady Road Resource Management Facility and in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Removal of existing Weigh Scales shall be in accordance with E7.

E2.3 Item No. 2 - Supply and Installation of Weigh Scales and associated works shall be in accordance with E10.

E2.4 Item No. 3 – Supply and Installation of Traffic Control Lights shall be in accordance with E11

E3. APPROVED PRODUCTS

E3.1 Subject to E1.3, the following manufacturers are approved;

- (a) Mettler Toledo Inc.
- (b) Canadian Scale Company Inc.
- (c) Active Manufacturing
- (d) Weigh Tronix Canada
- (e) Superior Technologies
- (f) Cardinal Manufacturing Co.
- (g) Rice Lake Scales

E3.2 Applicable Specification and Drawings

E3.3 These Specifications shall apply to the Work.

E3.4 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E3.4.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E3.4.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E3.4.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.

E4. SHOP DRAWINGS

E4.1 Description

E4.1.1 This Specification provides instructions for the preparation and submission of shop drawings.

- (a) The term shop drawings means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including system wiring drawings which are to be provided by the Contractor to illustrate details of a portion of the Work; and,
- (b) Submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be show on all submissions for Contract Administrator review.

E4.2 Shop Drawings

E4.2.1 Original drawings shall be prepared by Contractor, Subcontractor, supplier, distributor or manufacturer to illustrate appropriate portion of Work including fabrication, layout, setting or erection details as specified in appropriate sections.

E4.3 Contractor's Responsibilities

- (a) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
- (b) Verify:
 - (i) Field Measurements;
 - (ii) Field Construction Criteria; and
 - (iii) Catalogue numbers and similar data
- (c) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
- (d) Notify Contract Administrator, in writing at the time of submission, of deviations from requirements of Contract Documents.
- (e) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
- (f) Responsibility for errors and omissions in submission in not relieved by Contract Administrator's review of submittals.
- (g) Make any correction required by the Contract Administrator and resubmit the required number of corrected copies of shop drawings. Direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Contract Administrator on previous submissions.
- (h) After Contract Administrator's review and return of copies, distribute copies to Subcontractors and other as appropriate.
- (i) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of the Work for use and reference of the Contract Administrator and Subcontractors.

E4.4 Submission Requirements

- (a) Schedule submissions at least fourteen (14) Calendar Days before dates reviewed submissions will be needed, and allow for a fourteen (14) Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
- (b) Submit two (2) paper prints of shop drawings. The Contract Administrator will retain one (1) copy of all submittals and return one (1) copy to the Contractor.
- (c) Accompany submissions with transmittal letter containing:
 - (i) Date
 - (ii) Project title and Tender number

- (iii) Contractor's name and address
- (iv) Number of each shop drawing, product data and sample submitted
- (v) Specification Section, Title, Number and Clause
- (vi) Drawing Number and Detail / Section Number
- (vii) Other pertinent data
- (d) Submissions shall include:
 - (i) Date and revision dates
 - (ii) Project title and Bid Opportunity number
 - (iii) Name of:
 - (i) Contractor
 - (ii) Subcontractor
 - (iii) Supplier
 - (iv) Manufacturer
 - (v) Detailer (if applicable)
 - (vi) Identification of product or material
 - (vii) Relation to adjacent structure or materials
 - (viii) Field dimensions, clearly identified as such
 - (ix) Specification section name, number and clause number or drawing number and detail / section number
 - (x) Applicable standards, such as CSA or CGSB numbers
 - (xi) Contractors stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents

E4.5 Other Considerations

- (a) Installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
- (b) Material and equipment delivered to the Site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
- (c) Drawings for each component and assembly are to be "to scale".
- (d) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
- (e) No delay or cost claims will be allowed that arise because of delays in submissions, resubmissions and review of shop drawings.

E5. APPLICATION

- E5.1 To weigh loaded and empty vehicles on entry and exit of the landfill.
- E5.2 The scales and automated weighing systems shall be manufactured with reliability and operated with minimum maintenance, capable of operating normally for as much as 24 hours per day, 7 days a week.
- E5.3 All Scales and related systems shall be approved for use in trade in Canada and meet the requirements set forth by the Federal Weights and Measures Act and regulation and specifications under this Act. The Contractor is responsible for obtaining the Weights and Measures (W&M) approval.

E6. SCHEDULING

- E6.1 The Contractor to arrange installation and removal of weigh scales to minimize the disruption to the operation.
- E6.2 At all times during the removal and installation, there shall be two out of the three functioning scales certified legal for trade/tender.

- (a) The Contractor will only be responsible for certification of newly installed weigh scales.

E7. REMOVAL OF EXISTING SCALES

- E7.1 The Contractor shall remove the existing scale and all components related.
- E7.1.1 The removed weigh bridges are to be placed within 50m of the removal location in a manner to prevent disruption to the operation.
- E7.1.2 All components for each scale to be kept separately and labelled accordingly. These components will be given to the Contract Administrator.

E8. DESIGN REQUIREMENTS

- E8.1 All scales shall have a clear and unobstructed weighing surface of not less than 24.38 meters (80 feet) long by 3.05 meters (10 feet) wide.
- E8.2 All scales to be custom built to meeting the existing foundation and approaches. Contractor to verify foundation measurements prior to fabrication of scales.
- E8.3 All scales shall have a gross scale weighing capacity of 100 tonnes or more.
- E8.4 All scales shall be calibrated to 100 tonnes in 10-kilogram increments in accordance with WEAA Certification.
- E8.5 All scales and any outside equipment supplied as part of this tender shall be capable of operating at temperatures that range between -40 degrees Celsius and +40 degrees Celsius.
- E8.6 All scales and equipment shall have radio frequency protection for Radio Frequency Interference, Electromagnetic Interference and Electrostatic Discharge.
- E8.7 The WEXX lane scale shall be compatible with the current kiosk located at the WEXX lane to allow for unmanned and automated weighing.

E9. SUBMISSIONS

- E9.1 The Contractor shall :
- (a) Submit a detailed shop drawing description of their proposed design and installation of the Scales as per E4. This information shall include but not limited to any drawings and/or specifications with respect to the scales, load cells, remote displays, digital indicators, skirting, and guide rails;
 - (b) Indicate detailed description of mechanical, electrical and other systems in work;
 - (c) Describe requirements of other systems of components related to this work but provided by others. Obtain necessary information required to detail this work including methods of integration and securing.
 - (d) Submit sample of prefinished exterior fascia, tire guide finish, and deck surfacing.

E10. VEHICLE SCALE SYSTEM

- E10.1 Weighbridge
- (a) The scale's weighbridge shall be manufactured from structural steel I-beam construction capable of weighing vehicles with a dual tandem axle rating of 35,000 kilograms.
 - (b) The deck plate shall be checkered plate surface with a minimum thickness of 10mm.
 - (c) The weighbridge shall accept wheel loading no matter where the vehicle is placed on the scale.
 - (d) The weighbridge shall be design to allow access to the junction boxes, load cells, cables, base plates and all foundation anchor bolt from the top of the scale. To easily facilitate inspection and maintenance.

- (e) The weighbridge shall have all steel surfaces prepared to SSPC-A-SP6 specifications prior to shop painting.
- (f) All exterior surfaces of the scale will have a three part paint finish providing a minimum total dry film thickness of 6 mils. that is both chemically and UV resistant.
- (g) The paint system shall consist of:
 - (i) Prime Coat – M33/34 polyamide epoxy primer with 51% solids and is applied at dry film thickness (DFT) of 2 mils,
 - (ii) Second Coat – M36/37 polyamide epoxy gloss coating with 54% solids and a DFT of 2 mils,
 - (iii) Top Coat – M74/75 aliphatic acrylic urethane gloss coat with 51% solids and a DFT of 2 mils or equivalent.
 - (iv) The colours will be selected by the City from the manufacturer's standard range of colours. All three scales shall be painted the same colour.
- (h) There shall be no field welding permitted for the installation of the scale.
- (i) The weighbridges shall be provided with environmental skirting to prevent build-up of ice, snow, mud, and other debris that may affect accurate weighing.
- (j) The weighbridges shall be provided with T-belts at each end of the weighbridges to prevent debris build up.
- (k) The weighbridges shall be equipped with bolt on steel tire guides at least 200mm high.

E10.2 Load Cells, Cables and Electrical Equipment

- (a) The load cells shall be analog, digital or hydraulic classified to NEMA IV or better.
- (b) The load cells shall be constructed from stainless steel.
- (c) The Contractor shall submit details of the load cells including any proprietary advantages and material in the shop drawings.
- (d) All electrical junction boxes will be classified to NEMA IV or better.
- (e) The junction boxes, load cell mounting hardware, cover bolts and fasteners will be constructed of stainless steel.
- (f) All load cell wiring and cables shall be run in rigid conduit, 100% shielded and encased in an external steel mesh jacket for protection against environment, electrical noise and rodents.
- (g) The scale design shall minimize the number of junction boxes, cable terminations required to reduce servicing requirements and increase reliability.
- (h) Load cells to be isolated and protected from harsh environments under the scale deck with the use of an Easi-post, Axis Frictionless Centering or equivalent suspension system.
- (i) Load cells and/or link assembly shall have a ground clearance of minimum 125mm (5") from the foundation.
- (j) Load cells shall allow for monitoring and error display via the Digital Indicators to allow for quick diagnostics and troubleshooting.
- (k) The weigh scale shall include removal section covers above each weight sensor location to allow convenient top access for periodic maintenance, and service.
- (l) Assemblies:
 - (i) Load cell mounting assemblies shall be designed to check lateral movement of the scale platform, while controlled longitudinal movement from temperature (expansion and contraction) is allowed. The design shall be a "free-floating" weighbridge, designed to limit oscillation, and the weighed load to rapidly stabilize, in order to reduce throughput.

E10.3 Digital Indicators

- (a) All scales shall be equipped with a digital weight indicator appropriate for use on a vehicle scale.

- (b) The digital indicators will be capable of performing calibration, span, zero and shift adjustment through software calculations that require no in scale adjustment.
- (c) The digital weight indicators shall:
 - (i) be UL/CSA listed.
 - (ii) be compatible with Windows 10 Software.
 - (iii) be compatible with WasteWorks Software.
 - (iv) be able provide on screen diagnostics for troubleshooting.
- (d) The WasteWorks Software and scale components shall be compatible and able to do as a minimum the following:
 - (i) record information on each load including date, time in, time out, gross weight, net weight, vehicle ID, ticket number, tipping fee rate, method of payment, company, material type, source of waste, route number;
 - (ii) capable of using tare weights to calculate net weight for a load;
 - (iii) able to calculate appropriate tipping fee charges and print tickets compatible with City weigh scale tickets;
 - (iv) track number of vehicles on site at any time;
 - (v) prepare summary reports on information recorded for the individual loads;
 - (vi) able to export information to WasteWorks Software, or other operating systems as required.

E10.4 Lightning and Surge Protection

- (a) The Contractor to supply and install a lightning and surge protection systems to protect all components of each scale including but not limited to; the load cells, scale instruments, display devices.

E10.5 Remote Display Board

- (a) All scales shall include a remote display board.
- (b) The remote display board shall:
 - (i) Be capable of displaying the weights from loads on the scales.
 - (ii) Be visible from all locations on the weigh bridge of that scale and may be mounted independent of the scale.
 - (iii) Have a minimum digit height of 50mm.
- (c) Each scale shall be capable of automatically weighing loads from vehicles equipped with radio tags/transponders.
- (d) The remote display board hardware and software shall be compatible with the City's Wasteworks software and be Windows 10 compatible.

E10.6 Connections

- (a) The Contractor shall complete all electrical and mechanical connections to ensure complete operation of the weigh scale.

E10.7 Cleaning

- (a) The Contractor shall clean all surfaces upon completion of the weigh scale installation.

E10.8 Protection

- (a) The Contractor shall provide protection to finished surfaces as required before acceptance of work.

E10.9 Calibration, testing, and servicing requirements

- (a) The Contractor shall provide a regular maintenance and calibration program for the weigh scale for a period of two (2) years.

- (b) The Contractor shall detail the proposed maintenance and calibration program on the Weigh Scale Maintenance and Calibration, including frequency of inspections, testing, calibration, cleaning and lubrication as recommended by the manufacturer.
- (c) The proposed maintenance and calibration program shall include inspections and calibration of the weigh scales at least every six (6) months.
- (d) The Contractor will be required to provide the City of Winnipeg's Water and Waste Department with inspection reports for each visit, including emergency call, which will indicate the extent of the work done, the time spent on each visit and a description of the parts supplied, if any.
- (e) The Contractor is responsible for having Weights and Measures Canada approve the scale for legal for tender purposes and for all charges related to this matter including the cost of the initial inspection.

E10.10 Commissioning

- (a) The Contractor shall conduct testing and commissioning for each of the weigh scales and all related systems.
- (b) The Work included in this section consists of furnishing labour, instruments, and tools required in testing, adjusting, and calibrating the weigh scales and all related equipment.
- (c) All work shall be in accordance with the manufacturer's requirements and in the presence of a qualified representative of the manufacturer present during all testing and commissioning activities.
- (d) Shop Drawings, submittal data, up-to-date revisions, change orders, and other data required for planning, preparation, and execution of the testing and commissioning work shall be complete and available no later than 30 Calendar Days prior to the start of testing and commissioning.
- (e) Each weigh scale installation shall be complete prior to start of testing and commissioning.
- (f) The Wasteworks software system shall be complete and operational. The Contractor shall install all necessary interfaces, computer and computer programs, and make these operational. Assistance shall be provided as required for reprogramming, coordination, and problem resolution.
- (g) All test points, load cells, identification tags, etc., shall be accessible and clear of obstructions that would impede testing and commissioning procedures.
- (h) Qualified installation or start-up personnel shall be readily available for the operation and adjustment of the systems. Assistance shall be provided as required for coordination and problem resolution.
- (i) Any deficiencies in the installation or performance of the weigh scale and related systems shall be brought to the attention of the Contract Administrator.
- (j) The work necessary to correct deficient items shall be performed and verified by the Contractor before retesting. Unresolved deficiencies shall be noted in a final report.
- (k) All instruments used for measurements shall be accurate and calibrated. The Contractor is responsible for obtaining and paying all costs associate with approval under the Weights and Measures Act of Canada to approve the scales legal for trade/tender.

E11. TRAFFIC CONTROL LIGHTS

- E11.1 All scales will be equipped with a stop and go (red and green) light visible to drivers prior to the on ramp of the scales.
- E11.2 The traffic control lights shall operate in conjunction with the loading of the each scale. For example; when the weight is applied to the scale, the light will turn red, when the weight is removed from the scale the light will turn green.
- E11.3 The traffic control lights shall also have a manual on/off control within the scale house to allow the closure of certain lanes.

E11.4 The traffic control lights shall be pole mount at a height visible to all traffic.