

**SPECIAL INSTRUCTIONS TO BIDDERS**

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## **SPECIAL INSTRUCTIONS TO BIDDERS**

### **1. Named Parties**

For the purposes of this contract the following parties are identified:

Owner **The Corporation of the City of Niagara Falls**

City Project Manager **Joe D'Agostino, C.E.T.**

Contact for Enquiries **Joe D'Agostino, C.E.T.**

Telephone No: **905-356-7521 Ext. 4319**

### **2. Tender Procedure**

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderers are requested to adhere strictly to the instructions concerning submission.

a) All tenders must be sealed and submitted to:

Name: Mr. Bill Matson  
Title: City Clerk  
Address: 4310 Queen Street  
P.O. Box 1023  
Niagara Falls, Ontario L2E 6X5

By the following time:

Time: 1:45 p.m. Local Standard Time

Date: **Tuesday, April 9, 2019**

b) Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer's name and address.

- c) Tenders shall be submitted in the two envelopes supplied, as follows:
- i. The first envelope shall contain:
    - "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).
    - Tender deposit in the form of a **certified cheque, bank draft, money order, bid bond or letter of credit** (the Letter of Credit shall be in the format indicated in Agreement to Bond) and in the amount of **\$30,000.00**.
  - ii. The second envelope shall contain:
    - Form of Tender (including addenda if applicable).

Please note that the tender specifications shall not be included in the second envelope. In the event the first envelope does not contain the proper documents, the second envelope will not be opened.
- d) Tenders will be opened the same day that tenders close.

Time: 2:00 p.m. Local Standard Time

Location: City Hall  
4310 Queen Street  
Niagara Falls, Ontario  
Committee Room #2A & #2B (Lower Level)

Firms submitting tenders will be permitted to attend the tender opening.

- e) The total tender price will be announced for each tender opened (excluding H.S.T.).

### 3. **Estimated Tender Price**

An estimated tender price will not be provided for this project.

4. **Tender Award**

The award of this tender is subject to the Owner obtaining approval from the:

**City of Niagara Falls Council**

Tentatively, construction may commence, but is not guaranteed, by **May 6, 2019** provided that the contract has been executed by the Contractor and the City of Niagara Falls.

5. **Maintenance Holdback**

The following maintenance holdback will apply to this contract:

**Two Percent (2%) of Final Contract Value or Five Thousand Dollars (\$5,000.00), whichever is greater.**

6. **Liquidated Damages**

The liquidated damages for this contract shall be One Thousand Dollars (\$1,000.00) for each and every day's delay, as outlined in Special Provisions – General, Item G16.

7. **Additional Insured**

The following parties are identified to be included as additional insured for this project:

**Corporation of the City of Niagara Falls**

**Regional Municipality of Niagara**

**Niagara Parks Commission**

**EXP Services Inc.**

8. **Rights of Municipality**

- a) The Municipality reserves the right in its absolute discretion to accept a Tender which it deems most advantageous to itself and the right to reject any or all Tenders, in each case without giving any notice. The lowest or any Tender will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a Tender from any Tendered.
- b) Tenders which contain conditions or otherwise fail to conform to the Instruction to Bidders may be disqualified or rejected. The Municipality may however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Special Instruction to Bidders.

- c) Except as expressly and specifically permitted in the Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender opportunity, and by submitting a Tender each Bidder shall be deemed to have agreed that it has no claim.

**9. Harmonized Sales Taxes (HST)**

The Contractor shall **NOT** include Harmonized Sales Tax (H.S.T.) in the 'Unit Bid Prices'. **H.S.T. will be included as a separate item which is to be shown on Statement "B".**

**10. Questions Regarding the Tender**

Questions regarding this tender must be directed to **Project Manager** up to 1:00 p.m. local time on **Thursday, April 4, 2019**.

Questions received after this stated time and date may not be acknowledged, or answered. It is the Bidder's sole responsibility to ensure that questions submitted have been received.

**11. Safe Drinking Water Act**

Prior to commencing construction on City projects, all personnel who will be directing activities on the work site, including site foremen, supervisors and lead hands of both the Contractor and/or Subcontractor shall familiarize themselves with Appendix B (Performing Work on the Niagara Falls Drinking System) to ensure they understand the rules and regulations of the Safe Drinking Water Act. A signed copy of the "Record of Review", Appendix C must be submitted to the City's Project Manager prior to the commencement of any work.

**12. Additions and Deletions**

The City of Niagara Falls reserves the right to add to or delete from any portion or portions of the Schedule of Quantities and Unit Prices. These changes under this contract shall **not** be subject to the unit price adjustment provisions in the OPS General Conditions of Contract.

**13. Bidder Registration**

***All bidders must register*** with the City of Niagara Falls, Municipal Works Department (Engineering) prior to submitting a tender. The fee for registration is **\$50.00 (HST included)**. Tenders that are submitted to the City of Niagara Falls by unregistered bidders will be rejected and returned unopened to the bidder.

**14. Project Description and information**

This contract encompasses the provision of all labour, materials and equipment necessary for the completion of surface treatment (single and double) on the following roads:

<b>65mm RAP &amp; SINGLE SURFACE TREATMENT</b>		
<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Stanley Avenue	Lyons Creek Road	Reixinger Road
South Brookfield Road	Netherby Road	South Limit
Yokom Road	Crowland Avenue	West Limit

<b>URBAN: Mill Area, 65mm RAP &amp; SINGLE SURFACE TREATMENT</b>		
<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Temperance Avenue	North Street	Ferry Street
Emery Street	Temperance Avenue	Stanley Avenue
Hillsdale Avenue	Frederica Street	Division Street
Goodsir CR	Off Hillsdale Avenue	

**NOTE:** Limits are subject to change. The actual limits of surface treatment will be determined before beginning the work. There will be no additional compensation for additions or deletions to the above list.

Prior to the contractor commencing any work, City Staff will attend each street with the contractor to detail and review the work that is required. Once the work has commenced, adjustments can be made to ensure an acceptable finished product.

A number of streets are located in residential, commercial and industrial areas where traffic and parking may cause delays. Coordination with the various residents, businesses and other stakeholders will be required.

The contractor is also advised of the following requirements

- Some roads have rail crossings. It will be the contractor's responsibility to determine which roads have railway crossings and notify CN Rail of their proposed operations. This includes, but is not limited to: notification of work for roads that have a rail crossing(s), coordinating work around CN schedules and obtaining all necessary permits and CN on-site safety personnel where required. Allowances for any costs associated with these requirements are to be included in the various contract items. There will be no additional compensation for fees, signage, equipment, staff training or delays associated with the work.
- It will be the contractor's responsibility to verify if traffic signal loops are present. If traffic signal loops are present on any of the roads, the contractor will be required to coordinate their work with the Regional Traffic Department. The City will pay the Region directly for any associated costs.
- Roads within the urban area shall be swept using a commercial street sweeping vehicle after a period of not more than two (2) weeks following the placement of the surface aggregate. Street sweeping will also be required in and around major intersections (i.e. McLeod Road) to ensure loose stone is not tracked onto the asphalt roadway.
- The Contractor will be required to coordinate with residents for access to properties along the Third Avenue Laneways.

**NOTE:** The contractor is not to perform any work or stage any equipment or materials within 15.25m (50 feet) of any CN Rail crossing.

The above description is general only and shall not be construed as limiting the scope of the contract.