

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
Acting Director of Municipal Works	Kent Schachowskoj, P. Eng.
City Project Manager	James Lane, C.E.T., C.R.S.
Contact for Enquiries	James Lane, C.E.T., C.R.S.
Telephone No:	905-356-7521 x6519

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
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Date:	Tuesday, May 21, 2019
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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 **\$4,000.00**.
 - 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:

None

Tentatively, construction may commence, but is not guaranteed, by **June 3, 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

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 the **Project Manager** up to 1:00 p.m. local time on **Friday, May 17, 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 crack sealing on various local, collector and arterial streets and other City facilities.

The City shall, at its discretion, reduce or increase the scope of the crack sealing contract in accordance with the approved budgeted amount for the work. There shall be **NO COMPENSATION** to the Contractor for any reduction in the contract value and scope.

Renewal for 2020 & 2021

Subject to budgetary approvals and provided both the City and Contractor agree, this contract will be extended to include work performed in 2020 and 2021. The Contractor will hold all unit prices for each year the contract is extended. Should either party NOT agree to extend the contract for 2020 and 2021, the contract will expire upon completion of the work in each subsequent year.

Please note the Contractor is required to submit new bonding and insurance documentation at the start of each year for which the contract is extended. No work may commence until this documentation is received and approved by the City.