

**SPECIAL PROVISIONS – GENERAL
SUPPLEMENTARY**

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G1. EXECUTION OF CONTRACT

All Tenderers are reminded of the provisions and requirements for Contract Execution and Failure to Execute as detailed in the Niagara Peninsula Standard Contract Document - Special Provisions General, Items G1 and G2. ***These provisions will be strictly enforced in regard to timing requirements.***

Insurance Certificate

The successful bidder shall note that **only** the following words **“or from blasting or vibration from pile driving or caisson work”** may be deleted on the following clause of the Certificate of Insurance (in Form of Contract Agreement – Certificate of Insurance – Contractor):

“No exclusions for damage or loss from the removal or weakening of support of any property, building or land whether such support be natural or otherwise or from blasting or vibration from pile driving or caisson work.”

G6. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor is reminded that the terms of the contract are to be executed in strict compliance with the requirements of the latest amendment of the ***Occupational Health and Safety Act***. Attention is drawn to the OPS General Conditions of Contract, Section GC 7.01.06, and GC 7.01.07. Ontario Regulation 213/91 (Construction Projects) and the following regulations under the Act may also affect execution of the terms of the contract:

- Confined Spaces (Reg 632/05)
- Control of Exposure to Biological or Chemical Agents (Reg 833)
- Critical Injury - Defined (Reg 834)
- Designated Substance - Asbestos on Construction Projects (Reg 278/05)
- Designated Substance - Vinyl Chloride (Reg 846)
- Roll-Over Protective Structures (Reg 856)
- Workplace Hazardous Materials Information System - WHMIS (Reg 860)
- First Aid Requirements (Reg 1101)

In accordance with the Provisions of Section 9 of the Act, if:

- The Project is over 3 months in duration, the Contractor is required to undertake monthly site inspections of the workplace. The City will require copies of all monthly site inspection forms.
- The Contractor is required to maintain a Joint Health and Safety Committee, the City will require copies of the agenda and minutes of any Committee meeting where discussions will be related to the City work site.

The City will also require copies of any Incident or Accident Reports related to the Project.

In accordance with the OPS General Conditions of Contract, Section GC 7.01.08, the Contractor is hereby requested to submit a copy of its Health and Safety Policy and Program to the Contract Administrator prior to the Pre-Construction Review Meeting (see G30).

All procedures as outlined in the latest editions of the ESA / TSSA 'Guideline for Excavation in the Vicinity of Utility Lines' and 'Enbridge Third Party Requirements in the Vicinity of Natural Gas Facilities' must be adhered to, specifically:

- Ontario Regulation 22/04 – Electrical Distribution Safety, and
- Ontario Regulation 210/01 – Oil and Gas Pipeline Systems.

Any associated costs are deemed to be included in the tender items.

G11. DISPOSAL OF SURPLUS OR UNSUITABLE EXCAVATED

The provisions of the NPSCD Special Provision G11 shall apply except as amended or extended herein:

The Contractor will provide the Contract Administrator with written authorization for use of any private property including a copy of the property owner's **Site Alteration Permit**.

The Contractor must submit copies of all approvals for the disposal site location(s) from all government agencies. If the dump site is within the limits of the City of Niagara Falls and more than twenty (20) loads are to be dumped, then the Contractor must apply for a Site Alteration Permit.

The unit or lump sum bid prices for the applicable contract items shall be deemed to have made full allowance for these requirements.

G18. MAINTENANCE HOLDBACK

The maintenance holdback, where specified in the "Special Instructions to Bidders", shall be the percentage amount specified applied to the final contract value, rounded to the nearest one hundred dollars, or one thousand dollars (\$1,000.00) whichever is greater, as certified by the Contract Administrator. The aforesaid holdback shall be released upon receipt of Contractor invoice only after:

- (i) The expiration of one (1) year period from date of completion or any extension thereof as agreed upon with the Contractor;
- (ii) The Contractor has submitted a letter from the Worker's Compensation Board certifying that he is in good standing with the Board;
- (iii) The Contractor has submitted a Statutory Declaration re Liens and Payment of Accounts; and
- (iv) There are no outstanding deficiencies.

No reduction will be considered prior to the expiration of the maintenance period.

G20. CONTRACTOR'S RESPONSIBILITY FOR EXISTING SERVICES

The provisions of the NPSCD Special Provision G20 shall apply except as extended herein:

The **City of Niagara Falls** will no longer provide locating services for municipal infrastructure, including water, wastewater and/or street lights.

It will be the Contractor's responsibility to coordinate and secure "Municipal Infrastructure Locates" through **Ontario One Call: 1-800-400-2255**.

The latest edition of the ESA / TSSA 'Guideline for Excavation in the Vicinity of Utility Lines' must be adhered to.

The Contractor shall further protect and support existing municipal infrastructure without 'service delivery interruption' at no additional cost to the contract.

In the event that existing municipal infrastructure is damaged, the City's Contract Administrator shall be notified immediately. The Contractor will be responsible for the repair of any damaged infrastructure, to the City's standard and must be approved by the Contract Administrator.

All costs associated with such damage shall be borne by the Contractor at no additional cost to the contract.

G30. PRE-CONSTRUCTION REVIEW MEETING

Prior to the start of construction, the City and the successful Contractor will coordinate and attend a pre-construction review meeting. In order to allow for a relevant review and discussion, the Contractor is required to have all submittals necessary, as per the contract requirements, delivered to the Contract Administrator two (2) working days prior to the pre-construction meeting, including but not limited to the following:

- All documentation required for contract execution, if not already submitted, as per Special Provisions - General Item G1 of the Niagara Peninsula Standard Contract Documents including the necessary bonding, requested Certificate of Insurance and Workplace Safety and Insurance Board certification of good standing.
- A copy of the Ministry of Labour Notification as per NPSCD Special Provisions - General Item G6.
- A listing of all products controlled under WHMIS expected to be used on the project and related Material Safety Data Sheets as per NPSCD Special Provisions - General Item G7.
- A detailed construction schedule for construction on the project for review and approval by the Contract Administrator. The schedule shall be in the form of a bar chart showing the sequencing of intended construction works indicating proposed start and finish dates and duration in working days of the broken down tasks or

activities. The construction schedule should identify the critical path and will need to be updated by the Contractor for any subsequent site progress meetings. Once approved by the Contract Administrator, the City will provide the Contractor with the required notice to commence construction based upon the approved start date as per the requirements in the NPSCD Special Provisions - General Item G3.

The Contractor is to note the requirements of General Item G3 regarding the charging of working days. Following issuance of the notice to commence construction, any revisions to the construction schedule must be made in the form of a written request by the Contractor, to be reviewed and approved by the Contract Administrator.

The Contractor's schedule shall not exceed the working days for this contract or extend beyond the substantial completion date.

- A list of proposed recycling facilities and disposal sites, including written authorizations as required, to be utilized on this contract.
- A copy of the proposed Traffic Control and Management Plan, in accordance with all the provisions of SPCS A8, for review by the Contract Administrator. The Traffic Control and Management Plan shall include drawings, plans, sketches, etc., illustrating the layout of typical signage.
- A listing of the Contractor's proposed supervisory personnel for this project, including contact information.
- A listing of all the Contractor's staff that are planned to take part in the project, complete with a list of training received and copies of all their applicable certificates and labour rates validated by the firm's accountant.
- A list of the proposed sub-Contractors and material suppliers intended to be utilized on this contract, for review by the Contract Administrator.
- A listing of all equipment proposed to be used on this project, with rental rates, where applicable.
- A copy of the proposed chlorine residual and bacteriological sampling plan, if applicable.
- A signed copy of the Record of Review (Appendix C) acknowledging the requirements of the Safe Drinking Water Act as per Appendix B. Must submit a signed copy for each employee supervising on the job site.
- A signed copy of Statement 'C' in the Form of Tender, acknowledging the requirements of the requirements of the *Accessibility for Ontarians with Disabilities Act 2005*.
- Any other necessary submittals required by provisions elsewhere in this contract that are needed for review by the Contract Administrator such as shop drawings or sampling and testing plans.

Please note that the information submission requirements noted above will be strictly enforced. The City, at its sole discretion, may opt not to proceed with the pre-construction review meeting until such time as the complete list of applicable submittals, as noted above, have been satisfactorily submitted to the Contract Administrator for review. Please also note that any proposed changes, revisions, additions or deletions to the information, lists, plans and schedules noted above must be submitted, in advance and in writing, to the Contract Administrator for review and approval.

If not already undertaken, all necessary notifications and arrangements for undertaking of the pre-condition surveys, in accordance with the provisions of Contract Item A2, are to be coordinated with the City.

G31. EXISTING CONDITIONS

Access

Vehicular and pedestrian access to all businesses, homes and side streets must be maintained at all times. Co-ordination and co-operation from the Contractor will be required to ensure minimum disruption during all phases of the construction. In the case that there is a driveway closure, 24 hours' notice shall be given to the property owner.

Damages

Any unreasonable damage, as determined by the City, to lawns, driveways, etc., shall be repaired or replaced immediately by the Contractor at their expense.

Drainage

The Contractor shall schedule their construction operations in such a manner that a storm drainage outlet will always be available. This is to ensure that the exposed sub-grade or granular base will not be subjected to flooding and ponding problems. The unit price bid under the appropriate items shall allow for this requirement and no extra payment shall be made for the excavation and replacement of soft, wet areas caused by inadequate drainage.

Utilities

The Contractor is advised that existing utilities are in very close proximity to the proposed construction. Extra care is required by the Contractor to not disturb or undermine these utilities. Any associated cost for this work is deemed to be included in the tender items.

Existing utility locations and depths of utilities, whether indicated on the drawings or not, shall be confirmed by the Contractor prior to construction.

Preservation of existing utilities shall be as per OPSS 491. For utilities greater than 300mm diameter the Contractor shall submit shop drawings, stamped by a professional engineer licensed to practice in Ontario, to the Contract Administrator detailing the temporary and permanent support. The Contractor shall also advise the Utility owner when he will be working in the vicinity of their plant. No special payment will be made for this item. The cost of utility supports shall be included in the unit price bid for sewers and watermain, etc.

The latest edition of the ESA / TSSA 'Guideline for Excavation in the Vicinity of Utility Lines' must be adhered to.

G32. OPERATIONS

The Contractor shall be responsible to obtain all required inspections and permits before commencing construction operations, including any associated application fees.

Surplus Native Material

The Contractor may be directed to deliver a number of loads of native material to the City's Service Centre located on Stanley Avenue. This material shall be free of rock/stone and any other unsuitable material. This shall be at the discretion of the Contract Administrator and shall be at no extra cost to the City.

Regional Road Restoration

The Contractor, prior to any construction occurring within any Regional Road Allowance, must apply for and receive a Construction Encroachment Permit from the Regional Municipality of Niagara. All restoration work on any regional road shall be carried out immediately upon completion of the construction, all in accordance with the Regional Construction Encroachment Permit conditions.

Excavation and Trenching

Under this contract, the Contractor shall solely be responsible for all costs of supplying, installing, maintaining and removing whatever dewatering equipment, sheathing, shoring and other materials and methods that may be required to cope with the ground conditions in order to complete the work. The Contractor shall be responsible for the reinstatement of the area disturbed by their operations to a condition equal to or better than the original condition. The unit bid prices under the appropriate items for restoration shall be deemed to have made due allowance for this contingency.

It is strongly recommended that the Contractor use a trench box to install the watermain, sanitary sewer, storm sewer catchbasin leads, water services and any other pipes. The width of the trench box shall conform to OPSD 802.010 for Flexible Pipe, and OPSD 802.020 and OPSD 802.031 for Rigid Pipe. The height of the trench box shall be from 150mm below the bottom of the pipe to the level of the existing ground.

If the Contractor does not use a trench box as described above, then payment for the Granular 'A' material will be based on the theoretical dimensions, which are as follows:

Width: Follow OPSD 802.010, OPSD 802.030 and OPSD 802.031 as applicable

Height: From 150mm below the pipe to the level of the existing ground surface.

Length: Equal to the pipe length

Therefore, to calculate Granular 'A' weight (tonnes):

$$\text{Granular 'A' (tonnes)} = 2.4 \times (\text{Width} \times \text{Height} \times \text{Length} - (\pi \times D^2 \times L) / 4)$$

where,

D = Pipe OD

L = Length of Pipe

$\pi = 3.1416$

When a trench box is used to support the wall of a trench its removal shall be as per clause 404.07.03 in OPSS 404.

Trench Backfill and Compaction

Trench backfill under the travelled portion of the road, shoulders, sidewalks and driveways shall be Granular 'A' compacted to 100% Standard Proctor Density. Select native material will be allowed for all other areas and shall be compacted to 95% Standard Proctor Density. Backfill around all maintenance holes and catchbasins shall be Granular 'A' compacted in 300mm layers to 100% Standard Proctor Density.

The required compaction shall be carried out using the type of equipment suited to the material to be compacted, the degree of compaction required and the space available. Jetting will not be accepted as a suitable means of compacting trench backfill material.

Trenching, backfilling and compacting shall also be in accordance with OPSS 401.

Tenderers shall note that payment for all granular backfill materials shall be by the tonne. To control granular costs, supervisory staff will be strictly controlling the vertical trench requirement.

No roadway granular is to be placed until the subgrade elevation has been checked. Payment for all material quantities shall be determined by net weight as recorded by a Government certified weigh scale. The supplier will be responsible for supplying suitable scales for all materials to be weighed. Triplicate numbered weigh bills shall be provided by the representative for each load of material as soon as delivery has been accepted. Tenderers shall note that weigh bills for granular materials will only be accepted for payment when delivery is made in the presence of the City's Inspector. Tenderers are advised to familiarize themselves with the Inspector's normal work hours.

All weigh tickets pertaining to all materials paid for by weight must show either "Tare and Net" or "Gross and Net" weights, if printimatic tickets are used. If printimatic tickets are not used, then the "Gross", "Net" and "Tare" must be given, otherwise the tickets will not be considered for payment.

The onus shall be on the Contractor to ensure that the Contract Administrator's representative is furnished with all delivery slips on a daily basis, since these will form the method of measurement.

The Contract Administrator shall have the right to verify the weight of any load of material. If the actual weights are less than that indicated on the delivery tickets, the total weight delivered on that day will be reduced by a percentage equal to the percentage deficiency in loads checked, and no payment will be made for the extra haul described above.