

## 1. General Description

The work generally consists of the complete dismantling and removal from the site of the entire buildings and related items from the existing Courthouse building located at 4300 Queen Street, Niagara Falls, ON, except for a small section of foundations at the south “sallyport”. The City Hall building located to the south of the Courthouse building is **not** being demolished and is to remain operational during the demolition process.

## 2. Specifics of Work

- 2.1 The complete dismantling and removal of **all** above-grade and below-grade structures including foundations, walls, columns, beams, concrete floors, steel joists, metal deck, roofing, vaults, miscellaneous metals and underground services, except as noted in Item 2.2.
- 2.2 Maintain a portion of below-grade foundation wall at the south end of the “sallyport”. Remove a 600mm (2'-0”) strip of concrete sidewalk at the south edge of the “sallyport” and the above-grade portion of the free-standing wall foundation to at least 300mm (12”) below present grade. Upon completion of foundation removal, coordinate removal of remaining portion of the cut concrete sidewalk to allow the Contractor’s concrete sub-contractor to replace the concrete sidewalk between panel joints.
- 2.3 Protect the east-west oriented concrete sidewalk between City Hall building and the “sallyport” and the north wall of the City Hall building with plywood sheets that are 2400mm (8'-0”) high minimum, for the duration of the demolition project or until allowed to be removed by the City’s Contract Administrator.
- 2.4 The Contractor shall install construction-grade fencing around the entire site and coordinate locations with the City’s Contract Administrator. Allow for sufficient fencing to prohibit pedestrian traffic at the south side of Queen Street in front of the Courthouse building, the east half of the sidewalk located to the west of the Courthouse building, the entire sidewalk to the east of the Courthouse building and the sidewalk on the south side of the Courthouse building adjacent to City Hall. Fencing must provide protection to pedestrians from debris from the demolition process and prevent access to the site at all times especially after work hours. The fence shall have a locked gate. Coordinate location of the gate on Erie Street with the City’s Contract Administrator in order to allow equipment and personnel access from one controlled point. Refer to Site Plan.
- 2.5 The tall trees located to the north, east and west sides of the Courthouse building are to be protected and preserved. The Contractor will protect and preserves the trees to the best of their ability. Brush and vegetation located around the perimeter of the Courthouse building can be removed. Refer to Site Plan, Photos and Protection of Trees document based on City of Toronto Protection of Trees Document. Ignore all references to City of Toronto. If the Contractor has concerns with any trees to be preserved, this shall be discussed at the Pre-Bid Site Meeting and documented.
- 2.6 Large rocks on the east side of the building are to be removed and delivered to the City’s Service Centre. Refer to Photos.
- 2.7 The Contractor is to salvage the thin veneer limestone above the main entrance on the north elevation that contain the letters “City Hall”, the date stone located at the north face of the planter at the north sidewalk and the bronze plaque beside the main entrance and deliver to the City’s Service Centre. Refer to Photos.
- 2.8 The Contractor is to fill a large tri-axle dump-truck with above-grade stone used to construct the original walls of the Courthouse building and deliver to the City’s Service Centre. The balance of the stone can be taken elsewhere.

- 2.9 The Contractor to make good public roads, curbs, adjoining fences which have become soiled or damaged due to demolition work and shall make good in accordance with the requirements of local authorities and the City of Niagara Falls and to the complete satisfaction of the City's Contract Administrator.
- 2.10 The Contractor will be required to provide an allowance in the amount of \$5,000.00 to allow for any damage that may occur to concrete sidewalks around the site. The City will use these monies to contract a concrete sub-contractor to repair the damaged areas to OPSS Standards. Any damage costs that exceed this allowance will be deducted from the City's Damage Deposit of \$2500.00, which is part of the Building Permit fees. Any damage costs that are less than the Damage Deposit will be refunded back to the Contractor. Any costs exceeding \$7500.00 will be deducted from the Contractor's Contract Amount.
- 2.11 The supply of water and electrical power and all other related needs required for the Contractor's workers shall be the sole responsibility of the Contractor. There is a hydrant on the east side of the property that can be accessed for water. Electrical power can be obtained from the City Hall building provided this is coordinated with the City's Contract Administrator. The City requires 72 hours' notice for hydrant connection or electrical power.
- 2.12 The Contractor shall provide a phone at the site which must be available for contact by the City's Contract Administrator and any emergency services at all times. Alternatively, the Contractor shall supply mobile phone numbers of their Project Manager or Project Supervisor.
- 2.13 A temporary washroom facility must be provided on the work site by the Contractor for the Contractor's workers and the workers of any sub-contractors.
- 2.14 Burying of waste materials or rubbish on the work site is not permitted under any circumstances unless noted otherwise in this Section.
- 2.15 Construction stones, crushed concrete, crushed masonry or brick are allowed to be deposited into the bottom of the site after removal of the foundations and basement slab-on-grade. The height of this construction rubble shall not exceed 1.5m (5'-0") above the bottom of the pit.
- 2.16 Transport material designated for alternate disposal using approved haulers, facilities, and receiving organizations as directed by Consultants and owner in accordance with applicable regulations.
- 2.16.1 Written authorization from Consultants is required to deviate from haulers, facilities, and receiving organizations.
- 2.17 Dispose of materials not designated for alternate disposal in accordance with applicable regulations.
- 2.17.1 Disposal facilities must be those approved by authority having jurisdiction.
- 2.17.2 Written authorization from Consultants or owner is required to deviate from disposal facilities.

### 3. Grading

- 3.1 Following the completion of the demolition and removal of the building materials, the entire work-site shall be left in a clean state with granular 'A' material used as backfill to 600mm (2'-0") below existing grade. Provide compaction of the granular material to ensure settlement will not occur or create low spots within the property. Allow for installation of the granular 'A' material in 200mm (8") thick lifts and compacting each layer to 98% S.P.M.D.D. Submit compaction testing results to the City's Contract

Administrator and the Consultants for approval prior to installation of soil.

- 3.2 The site shall be graded so that water does not pond or accumulate on the site nor adversely affect adjacent properties.
- 3.3 All fill material shall be supplied by the Contractor.
- 3.4 The Contractor shall supply triple mix soil in the building footprint and excavation zone for a thickness of 600mm (2'-0") at grade and apply sod to the entire site including areas that were not backfilled but were damaged during the demolition process. Watering of the sod will be the responsibility of the City.

#### **4. Traffic Control, Public Safety and Security**

- 4.1 For all work, the Contractor must provide traffic and pedestrian control in accordance with Book 7, latest edition, of the Ontario Traffic Manual. When required by the City of Niagara Falls, daily traffic plans are to be prepared by a qualified person and kept on the work site at all times. The Contractor will be required to submit documentation that all persons assigned to traffic control have completed the required training per Book 7 as identified above.
- 4.2 The Contractor shall ensure that all measures are taken to protect public safety at all times including fencing, hoarding and any other safety barriers per the applicable regulations as stated in this RFT. Provide a locked gate on Erie Street and secure the gate at the end of every work day.
- 4.3 The work shall be fully supervised and controlled to cause as little disruption, dust and noise as possible consistent with the Contractor's stated dust abatement policy and the applicable City of Niagara Falls bylaws related to noise and public disturbances. The supervision will be the responsibility of the Contractor.
- 4.4 In general, the sidewalk located to the west of the Courthouse building shall be kept free and clear of equipment and demolished materials at all times to allow pedestrian traffic to travel unimpeded to and from City Hall. If the Contractor must access this sidewalk at any time during the demolition, contact the City's Contract Administrator to obtain approval prior to accessing the sidewalk.
- 4.5 Events that may require a temporary shut-down of the demolition include: Downtown BIA Halloween Fright Fest October 18<sup>th</sup> & 19<sup>th</sup>, 2019, Santa Claus Parade November 16<sup>th</sup>, 2019 and the Queen Street Car Show every Tuesday night until September 24<sup>th</sup>, 2019 (4pm – 10pm). Coordinate all events with the City's Contract Administrator in order to determine if site activities must cease. Ensure the demolition site is safe during any of these events. Resume activities only with the approval of the City's Contract Administrator.

#### **5. Locates and Disconnects**

- 5.1 The Contractor is entirely responsible to ensure that existing electrical, water, natural gas, telephone and other services have been located and disconnected to the site property line prior to commencement of any demolition work. All capping of service lines, pipes, etc. must be per the appropriate Acts, Statutes, Codes, Standards and Regulations as stated in this RFT. All laterals are to be capped at the property line with an approved leak-proof cap. The waterline should be cut at the curb stop and the box (if one exists) removed so that nothing is visible at the surface (to avoid future confusion).
- 5.2 The Contractor shall take extra precaution at any existing underground separate or combined sewer

mains that must remain operational on the property. If the Contractor damages any underground storm and sanitary sewer mains, they must be repaired immediately at no cost to the owner. Below-grade laterals shall be removed in their entirety except at main tie-ins where a pipe section can remain and be professionally capped as stated above.

- 5.3 The Contractor shall provide wood stakes at grade that identify capped services below and paint the upper portions with colours used in the industry for water, sanitary sewer, storm sewer, hydro, gas, etc.. All cut services shall be surveyed by the Contractor and a document provided that identifies locations in an “as-built” state.

## 6. Applicable Regulations

All work to be carried out in accordance with all government and industry Acts, Statutes, Codes, Standards, Regulations and Guides thereto that are applicable to the said demolition as stated in this RFT. The City will not list all potential references, however, the Contractor must know and abide by the said Acts, Statutes, Codes, Standards and Regulations and Guides thereto.

## 7. Time of Work

The Contractor shall carry out the work as stated in this RFT between the hours of 7:00 a.m. to 6:00 p.m. only, Monday to Saturday. No work of any kind will be allowed outside of the said days and times unless written approval is obtained from the City's Contract Administrator.

## 8. Permits

The Contractor shall apply, obtain and pay for the demolition Permit for this project. As noted in Section 2.10, a Damage Deposit of \$2500.00 will be required. The Contractor shall follow all Ontario Building Code requirements in the execution of the work and supply a proposed demolition procedure prepared and stamped by a Professional Engineer licensed to practice in the Province of Ontario.

## 9. Fire Prevention

- 9.1 The Contractor shall diligently enforce all Provincial Standards and Regulations for fire prevention at the work site by the Contractor's workers and the workers of any sub-contractors and shall apply to any site visitors.
- 9.2 No cutting, burning or use of an open flame may be conducted in the building or on the work site without prior approval from the City's Contract Administrator. All fire prevention measures shall be undertaken by the Contractor to ensure no possibility of fire on the work site. The City's Contract Administrator may stop work at the site immediately if dangerous conditions of any kind are found that endanger the site workers or the public.
- 9.3 The work site shall be designated as a “non-smoking” work environment.
- 9.4 Fires and burning of rubbish on the work site is **not** permitted under any circumstances.

## 10. Pollution Control

- 10.1 The Contractor shall control all emissions from equipment to all provincial and local emission requirements.
- 10.2 Prevent extraneous materials from contaminating air beyond the work site by providing temporary enclosures, as required and as approved by the City's Contract Administrator.

- 10.3 Cover or wet down dry materials and rubbish to prevent blowing of dust and debris. Provide dust control where needed, with specific detail to harmful materials to the environment.
- 10.4 The Contractor shall be held responsible for repair or cleaning due to damage or soiling to any adjacent properties, structures and vehicles caused by dust, debris and any other materials projected from the work site.
- 10.5 The Contractor shall take all measures to avoid creating mud on the site and adjacent sidewalks and roads. If mud reaches sidewalks or roads, the Contractor shall wash the affected areas at the end of the workday to the satisfaction of the City's Contract Administrator.

## **11. Work-Site Pre-Condition Survey and Site Examination**

- 11.1 The Contractor and the City's Contract Administrator assisted by Ontario Environmental & Safety Network Ltd. and ACA Engineering Services Limited shall conduct a work-site pre-condition survey and site examination prior to the commencement of all work as stated in this RFT. This will be limited to the building and property immediately around the Courthouse building. Items such as trees, fencing, site access, etc. can be discussed at this time.
- 11.2 The Contractor will be required to arrange for a pre-construction survey of all abutting properties on both sides of Queen Street that may be affected by the demolition and excavation with heavy construction equipment. This survey shall be performed by an inspection company experienced in this type of work and must be approved by the City's Contract Administrator. The Contractor will be required to indemnify the City, Ontario Environmental & Safety Network Ltd. and ACA Engineering Services Limited against any claim by abutting property owners for damages sustained due to any demolition activities. The Contractor shall ensure that advance notice is given to the business owners and/or residents, advising them of a pre-construction survey. A copy of the pre-construction survey shall be filed with the City prior to commencement of the demolition. Full payment will be made under this item in the first progress payment provided that a satisfactory pre-construction survey is filed with the City. Refer to Plan for properties to be surveyed. If desired, this item can be listed as a separate pay item in the Form of Tender by the Contractor.
- 11.3 Should materials resembling spray or trowel applied asbestos or other designated substance listed as hazardous be encountered in course of deconstruction, stop work, take preventative measures, and notify Consultants and the City immediately. Do not proceed until written instructions have been received. Refer to OESN documents for Designated Substances remaining in the building.
- 11.4 Carefully review all drawings, photos and documents appended to this RFT prior to performing any work on site.

## **12. Work-Site Post-Condition Survey Site Examination**

- 12.1 The Contractor and the City's Contract Administrator shall conduct a work-site post-condition survey and site examination following demolition and completion of all work. The work shall not be deemed complete until the City's Contract Administrator has signed a statement to this effect. Any remedial work, repairs, cleaning, grading or any other work that is not completed to the entire satisfaction of the City's Contract Administrator must be completed by the Contractor prior to the signing of a completion statement by the said Administrator. Any work so determined by the City's Contract Administrator shall be completed by the Contractor at the Contractor's sole expense and cost.

### 13. Quality Assurance

- 13.1 The City will retain the Statutory Holdback (SH) under the Construction Act (CA) from each progress payment, including the final payment, which will be released in accordance with the provisions of the CA.
- 13.2 The City will retain a 2% Warranty Holdback (WH) on the total amount of each progress payment, including the final payment, as security for the Contractor's performance of its warranty obligation (the "Warranty Holdback"). The warranty period will be 2 years from the date of final completion. Any work to correct defects during the warranty period will have a warranty period of 2 years from the date of completion of the corrective work.
- 13.3 The City will retain 10% of the total Contract Price following completion of the Work described in Section 17 (d) of this Scope of Work Specification until completion by the Contractor of the final grading and sodding in the Spring of 2020 and the rectification of any defects in the Work and the certification that the Work is complete (the "Completion Holdback").
- 13.4 The Completion Holdback will be released after sodding is completed and growing in the Work area per Specification Section 32 92 33. The site fencing shall be left in place for two months after sodding to ensure no pedestrians walk on the sod. If the sodding operation takes place in the spring, the Contractor has the option of leaving the site fencing in place over the winter months or removing and reinstalling in the spring after the sodding is laid.

### 14. Quality Assurance

- a. Qualifications: Provide adequate workforce training through meetings and demonstrations. Have someone on site with deconstruction experience throughout project for consultation and supervision purposes.
- b. Regulatory Requirements: Ensure Work is performed in compliance with CEPA, CEAA, TDGA, MVSA, and applicable Provincial regulations.
- c. Meetings: Hold project meetings every two weeks.
  - i. Ensure key personnel, site supervisor, project manager and subcontractor representatives attend.
  - ii. Consultants or owner will provide written notification of any change to regular meeting schedule established upon contract award to Contractor 24 hours prior to scheduled meeting.

### 15. Concrete Sidewalks

- a. The Contractor will be required to provide an allowance of \$5,000.00 for any damage that may occur to the concrete sidewalks around the site. If the City's Contract Administrator determines that there is no damage to the sidewalks, the allowance will not be used. If the City determines that there is sidewalk damage, the allowance will be used to repair said damage. If costs to repair the damaged sidewalks exceeds the \$5,000.00 allowance, the City will then use the \$2,500.00 Damage Deposit taken at the time of Building Permit submission. Any costs greater than the \$7,500.00 will be deducted from the total Contract Amount.
- b. Any new concrete sidewalks required between the existing "sallyport" and the City Hall building will be the responsibility of the Contractor. Engage a concrete sub-contractor familiar with OPSS Standards to perform the new sidewalk work.

**16. Time Capsule**

- a. If during demolition the Contractor exposes or discovers a concealed time capsule, immediately stop work and notify the City's Contract Administrator. Once the time capsule is safely removed from the site, the Contract Administrator will advise when work can re-commence.

**17. Project Schedule**

- a. The Contractor shall apply for Permit by September 30, 2019 or as soon as possible after award of Contract.
- b. The Contract Award can be as soon as September 27, 2019 as long as there are no issues with the Contractor submissions and the project is within budget and approved by Council.
- c. The tentative Construction Start Date is October 7, 2019.
- d. The City wishes to have the building demolished and the site backfilled by November 15, 2019. Sodding can be coordinated after that date with the City's Contract Administrator.

**18. Coordination of Work**

- a. The Contractor is to coordinate all work with the City's Contract Administrator as identified in this RFT and with Ontario Environmental & Safety Network Ltd. and ACA Engineering Services Limited who shall be the City's Consultants and who may be on site daily or intermittently throughout the demolition process.
- b. Where there is a dispute between any instructions given by the City's Contract Administrator and/or their Consultants, the instructions provided by the City's Contract Administrator shall have precedence.

**19. Mandatory Pre-Bid Site Meeting**

A mandatory Pre-Bid Site Meeting has been scheduled for Thursday, September 12, 2019 at 10:00 a.m. local time at the demolition site located at 4300 Queen Street, Niagara Falls, ON. Tenders will only be accepted from companies or persons who have attended the mandatory Pre-Bid Site Meeting, Tender packages delivered to the City from companies or persons who have not fulfilled the above requirements will be rejected. Meeting point will be at the north (front) steps of the building on Queen Street.