

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
Director of Municipal Works	Erik Nickel, P.Eng.
City Project Manager	Jeff Claydon, Landscape Architect, BLA, OALA, CSLA
Consultant – Civil Engineer	Urban & Environmental Management Inc. Martin Molek, P.Eng. (905) 371-9764 Ext 235
Consultant – Landscape Architect	RK & Associates Inc., Steve Bendo, OALA, CSLA (519) 807-7603
Consultant - Electrical	Rick Stasiak, P.Eng.
Contact for Enquiries	Jeff Claydon, BLA, OALA, CSLA 4320 Queen Street, City Hall
Telephone No:	905-356-7521 Ext. 3334

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:	Acting 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:	Wednesday, March 4th, 2020
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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 **\$15,000.00**.
 - 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) or
designated room/location

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 **March 10th, 2020** 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
RK & Associates Inc.
R. Stasiak Engineering Inc.
Urban & Environmental Management Inc.
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 "C".**

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, February 27th, 2020**.

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. Pre-Bid Submission Meeting (Non-mandatory)

A non-mandatory pre-bid submission meeting for all contractors is scheduled for **Monday February 24th, 2020, 1:30 pm and the meeting will be held in City Hall, 4310 Queen Street, Lower Level, Committee Room 2A/2B.**

15. Cold Weather Working

Particular attention is drawn to the requirement that construction shall commence immediately after the contract is awarded and shall continue throughout the winter months until the work is completed.

The contract price shall include sufficient funds for the provision of isolated temporary heating units, shelters and all other necessary cold weather measures to enable all work to proceed without delay regardless of weather. No claims related to cold weather working or other weather will be considered.

16. Completion Date and Schedule

The total completion date for this project shall be on or before November 30, 2020. Due to the required use of the ball diamond thru the baseball season by the various user groups, there is some flexibility in the schedule for completion of the various work items in this contract. The dugout demolition (and associated items in the contract); removal of fencing; installation of the new dugouts (and associated works); installation of all retaining walls; and ideally the installation of the bullpen areas is to be completed by May 16th, 2020. The contractor will ensure that all site restoration is completed with all facilities in place, and operational, for start of baseball season May 18th, 2020. There is some flexibility should the contractor, subject to City approval, wish to complete site works that do not impact the play of the ball diamond thru the summer months. Coordination with the baseball user groups will be required. Starting after Labour Day, the contractor will be required to immediately commence completion of the remaining contract works (e.g. Infield drainage, grading, irrigation, etc...) on or about September 8th, 2020. All work as specified in this contract, and as per drawings, shall be totally completed by November 30th, 2020, unless otherwise authorized by the City. Prior to commencement of the project, City staff will work out a finalized work schedule of the contract items with the successful contractor/bidder.

The bidder agrees to this schedule with no impact on tender costs for mobilization or other factors, knowing this anticipated timeline.