

SPECIAL INSTRUCTIONS TO BIDDERS

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I N D E X

	DESCRIPTION	PAGE
1.	NAMED PARTIES.....	SIB - 1
2.	TENDER PROCEDURE.....	SIB - 1
3.	ESTIMATED TENDER PRICE	SIB - 3
4.	TENDER AWARD	SIB - 3
5.	MAINTENANCE HOLDBACK.....	SIB - 3
6.	LIQUIDATED DAMAGES	SIB - 3
7.	ADDITIONAL INSURED	SIB - 3
8.	RIGHTS OF MUNICIPALITY.....	SIB - 3
9.	HARMONIZED SALES TAXES (HST).....	SIB - 4
10.	QUESTIONS REGARDING THE TENDER.....	SIB - 4
11.	SAFE DRINKING WATER ACT.....	SIB - 4
12.	ADDITIONS AND DELETIONS.....	SIB - 4
13.	BIDDER REGISTRATION.....	SIB - 4
14.	CONSTRUCTION LIEN ACT PRECEDENCE	SIB - 5
15.	ADJUSTMENT TO TENDER PRICES	SIB - 5
16.	PAYMENT AND LIEN HOLDBACK.....	SIB - 5

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	James Lane, C.E.T., C.R.S.-I
Contact for Enquiries	James Lane, C.E.T., C.R.S.-I
Telephone No:	(905) 356-7521, Ext. 6530
Fax. No:	(905) 356-6460
Email:	jlane@niagarafalls.ca

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:	Wednesday, July 29, 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 two envelopes, 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 **\$17,500.00**.

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.

Envelopes will not be provided. Bidders must provide their own envelope and securely affix the appropriate envelope labels to each envelope. Envelope label templates have been provided at the end of this section.

Tenders may be couriered or delivered in person to the City of Niagara Falls. Staff is available to receive deliveries during normal business hours; however, please allow additional time for COVID-19 protocols.

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)

Due to restrictions associated with limiting the spread of COVID-19, the tender opening will not be held publicly.

Once the Tender closes the City will open up Envelope #1. If the requirements for Envelope #1 are met the City will proceed to open Envelope #2. If all requirements are met in Envelope #2 the price will be summarized on a Tender summary and posted to the City Bids and Tender site with

unofficial results under the bid. Final or official tender results will be posted under the bid upon the completion of the tender analyses.

- 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 **September 1, 2020** provided that the contract has been executed by the Contractor and the City of Niagara Falls.

5. Maintenance Holdback

There is no maintenance holdback applied to this contract.

6. Liquidated Damages

There are no liquidated damages specified for this contract.

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

Niagara Peninsula Energy Inc.

Ministry of Transportation

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 **James Lane** up to 1:00 p.m. local time on **Thursday, July 23, 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

The successful Contractor will **not** be permitted to perform work on the City's water distribution system.

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 new bidders must register with the Project Manager, James Lane, via email at jlane@niagarafalls.ca, prior to submitting a tender bid up to the final question submission date as outlined above. Bidders attempting to register after this date will not be accepted. There is no fee for registration. The email should include the following minimum information:

Company Name
Contact Name

Phone Number

Fax Number

Email Address

Please note that all communication will be to the contact provided in the registration email.

Bidders are expected to access documents from the City's website. No hard copies are available.

Bidder registration will only be accepted until the end of the question period.

14. Construction Lien Act Precedence

This project, having been subject to a procurement process prior to July 1, 2018 will be subject to the continued application of the Construction Lien Act and regulations in accordance with section 87.3 of the revised legislation.

15. Adjustment to Tender Prices

All labour unit prices on the Form of Tender will be adjusted yearly beginning on September 1, 2021. The price adjustment will be based on the average annual percent increase of the Consumers Price Index for Ontario All-Items, as prepared by Statistics Canada, and will reflect the new annual prices to be paid to the contractor as per the CPI for the previous calendar year.

Material prices will be subject to the same annual price adjustment as labour prices. The Schedule of Quantities and Unit Prices is not an exhaustive list. Materials not listed in the Schedule of Quantities and Unit Prices shall be paid based on the actual material invoice price plus a 5% markup.

The maintenance contractor shall submit invoices monthly for the completed work with supporting invoices for the materials supplied and for the unit and total costs of labour. Invoices shall clearly outline the 5% material mark-up.

Upon completion of the three (3) year maintenance contract period, and at the mutual agreement and benefit of both the City and the successful maintenance contractor, this contract may be extended to 2024.

16. Payment and Lien Holdback

Payment shall be made in accordance to actual work completed and the unit price schedule. Progress payments are made once a month as determined by the engineer and will be made for 90% of the work completed with the balance paid 60 days after the completion date of each year of the contract, providing for a 10% holdback in accordance with the *Construction Act, 1990*, and all revisions and updates thereto.