

**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.”*

### Additional Requirements

It shall be a condition of this contract that the successful contractor be a member in good standing of the Electrical Utility Safety Association (EUSA) and the Infrastructure Health & Safety Association (IHSA), throughout the term of the contract. If at any time during the term of the contract the contractor's standing with EUSA changes, he shall notify the corporation immediately in writing.

Two (2) journeyman power line men must remain on the maintenance contractor's staff throughout the duration of this contract and a minimum of one person of a two man crew shall be classified as “Journeyman Power Linesman”.

Other members of the contractor's staff can be EUSA Certified “Apprentice Power Lineman”, “Street Light Maintainer”, or “Street Light Relamper”.

A “Journeyman Power Lineman”, as required, shall supervise all electrical work.

All certification and approvals must be maintained throughout the life of the contract and renewal documentation must be submitted within ten (10) business days of expiry.

## **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 edition of the ESA / TSSA 'Guideline for Excavation in the Vicinity of Utility Lines' 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.

## **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**

Allowance shall be made under the management fees for an annual pre-construction meeting between the contractor, the Contract Administrator, Niagara Peninsula Energy Inc. and City staff. 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 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 (Statement 'D' in the Form of Tender) 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 contractor's Health and Safety Policy; including reporting on the contractor's accident frequency record for the past five years.
- An emergency response plan outlining how a response time of less than 2 hours will be achieved.
- A signed copy of Statement 'C' in the Form of Tender, acknowledging the requirements of the the requirements of the *Accessibility for Ontarians with Disabilities Act 2005*.
- A listing of all staff expected to perform work under this contract and their current and valid certifications.
- Proof of NPEI certification for pre-approved contractors.
- Any other necessary submittals required by provisions elsewhere in this contract.

***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.

All submissions will be resubmitted, if renewals are required, at each subsequent annual pre-construction meeting.

### **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. 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.

#### Tree Protection

The contractor shall make due allowance to include root and tree limb protection to existing trees. This work will consist of cutting all tree roots/limbs of any size to sound wood by lopping shears or sawn cut. Should backfilling not take place immediately, the

tree root system shall be covered to protect against root system dying out immediately. Any associated cost for this work is deemed to be included in the tender items.

### Protection of Survey Bars

The contractor shall be responsible for the complete preservation of all survey lot pins and bars while his work is in progress. A Registered Ontario Land Surveyor at the contractor's expense shall replace any lot pins damaged or removed by the contractor.

### Utilities

The contractor is advised that existing utilities are in very close proximity to street lighting infrastructure. 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 shall be confirmed by the Contractor.

Preservation of existing utilities shall be as per OPSS 491. 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 all installations.

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

The Contractor shall also provide confirmation that they are a Pre-Approved Contractor with Niagara Peninsula Energy Inc. (NPEI). For additional information contact NPEI's Contractor Coordinator via email at [contractor.info@npei.ca](mailto:contractor.info@npei.ca). A copy of the NPEI's Contractor's Prequalification Package has been included for information purposes.

All certification and approvals must be maintained throughout the life of the contract and renewal documentation must be submitted within ten (10) business days of expiry.

## **G32. OPERATIONS**

The contractor shall be responsible to obtain all required inspections and permits before commencing construction operations, including any associated application fees. The contractor shall not enter upon or occupy with men, tools or materials of any nature, any lands outside of the public streets and roadways and the right-of-way shown on the plans or as described herein, except after consent has been received by him from the proper parties, a certified copy of which consent shall be furnished to the engineer.

### Restoration

The City shall restore, unless otherwise specified, all surface features including; existing paving, curbs & gutters, sidewalks, shrubbery, fences, sod, etc., disturbed during the maintenance work. All surplus materials, tools, temporary structures, excess earth / concrete / asphalt material, etc., shall be removed by the contractor as the work proceeds. All labour, material and equipment costs incidental thereto shall be deemed to have been included in the unit prices bid.

The contractor is to furnish the Engineer or his assistants with any reasonable help which he may require at any time in checking the setting of work.

Restoration works procedure and coordination shall be as outlined in the Special Provisions Contract Items Supplementary.

#### 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 unit bid prices under the appropriate items shall be deemed to have made due allowance for this contingency.

Where the contract requires excavation or trenching on concrete or asphalt surfaces, the contractor will sawcut the trench edge at no additional cost to the contract.

#### Trench Backfill and Compaction

Trench backfill shall be in accordance with City of Niagara Falls Standards. Where granular material is specified, the contractor shall utilise virgin Granular 'A' material compacted as specified. No additional payment will be made for supply and compaction. The unit bid prices under the appropriate items shall be deemed to have made due allowance for this contingency.

#### Notifications

The contractor must give forty-eight (48) hours' notice to the Regional Municipality of Niagara before commencing any works within a regional road allowance. The contractor must also give forty-eight (48) hours' notice to the Niagara Parks Commission when work on River Road requires lane reductions.