

**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

**1. Return of Tender Deposits**

The tender deposits of all unsuccessful bidders will be returned as soon as the bids have been checked for errors and a recommendation has been made to award the contract. The tender deposit of the successful bidder will be returned as soon as the contract is executed by the Owner.

**2. Tender Deposits**

The tender deposit, shall serve as surety that, upon acceptance of the bid, a contract will be entered into for the proper performance of the work within fourteen (14) days of contract award.

The said tender deposit shall be forfeited and surrendered as the agreed amount of liquidated damages, in case of failure of the Contractor to enter into a contract as described above. The said tender deposit will be returned after the contract has been signed, and the required Bonds, Workers' Compensation Board Clearance Certificate, and Insurance Certificate(s) have been furnished and approved by the Owner.

**3. Withdrawal of Tenders**

A tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer. A Tenderer may withdraw his tender at any time up to the official closing time by delivery of a letter bearing his signature and seal as in his tender, to the Owner. No other means of notification will be considered.

Where the Owner calls several tenders for opening on the same date and a tenderer submits tenders on all or more than one of the tenders, it is permissible, after the opening of tenders on one job, for a tenderer to withdraw tenders from further jobs, providing the tenderer is the low bidder on the tender call just opened and the further tenders have not been opened. Tenders withdrawn under this procedure cannot be reinstated.

**4. Acceptance or Rejection of Tenders**

The Owner reserves the right to reject any or all bids as the interests of the Owner may require, without stating reasons therefore, and the lowest or any tender will not necessarily be accepted.

Tenderers shall keep their tenders open for acceptance for forty five (45) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

**5. Unbalanced Tenders and Discrepancies**

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected.

When in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the total Tender Price shall be corrected accordingly.

In the case of an error in addition, the correct sum of the amounts shown for each tendered item shall be deemed to be the total tender price regardless of the amount submitted by the tenderer.

**6. Informal Tenders**

A tender shall be rejected as informal for any of the following reasons:

- a) Late bid.
- b) Incorrect tender form or envelope.
- c) Bids completed in pencil.
- d) Incomplete bids, including failure to include addendum.
- e) Bids with qualifications.
- f) Bid not signed and/or sealed.
- g) Erasures, overwriting or strikeouts not initialed.

Tender award will be made on the basis of the specified items.

**7. Omissions and Discrepancies**

If a tenderer finds discrepancies in, or omissions from, the drawings, specifications or other tender documents, or if he is in doubt as to their meaning, he should advise the Contract Administrator immediately. A written addendum will be sent to all tenderers if, in the opinion of the Contract Administrator, it is required.

**8. Quantities are Estimated**

The quantities shown for the items in the Form of Tender are estimates only and are for the sole purpose of indicating to tenderers the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

**9. Geotechnical Investigation**

Two geotechnical investigations were completed for this project. A copy of both documents entitled, **Geotechnical Investigation Millennium Trail Pedestrian Bridge Whirlpool Road Niagara Falls, Ontario** and **Geotechnical Investigation Whirlpool Road Reconstruction Niagara Falls, Ontario** can be found in Appendix A. The Owner does not take responsibility for the accuracy of the information and provides it for consideration by tenderers.

**10. Examination of Site**

Tenderers are required to satisfy themselves as to existing conditions of the site and make appropriate allowances in preparing the tender. The Owner assumes that the information provided is the best available at the time of tender advertising and that tenderers will use the available information as a basis for pricing in the tender. The tenderer shall allow for any conditions deemed reasonable and appropriate for the performance of the work as outlined in the tender documents and incorporate such reasonable allowances in the pricing of the tender.

**11. Liability Insurance**

Tenderers are required to provide liability insurance as defined in NPSCD Special Provisions – General, Item G1.

**12. Safe Drinking Water Act**

The Safe Drinking Water Act, 2002 (SDWA) requires Owners and Operating Authorities of drinking water systems to have an accredited Operating Authority. In order to become accredited, an Operating Authority must establish and maintain a Drinking Water Quality Management System (DWQMS). Bidders shall make themselves aware of the SDWA and DWQMS in place. If requested by the owner of the drinking water system, bidders shall participate in relevant awareness/information sessions either before or after closing of the tenders (see Appendices B & C).

The successful bidder and its sub-contractors working on a drinking water system shall comply with all applicable regulations under the SDWA and also meet all the requirements of the DWQMS.

**13. Accessibility Regulations for Contracted Services**

Contracted employees, third party employees, agents and others that provide customer service on behalf of Owner are legally responsible to be in compliance with the provisions outlined in Section 6 of the Ontario Regulation 429/07 with respect to training under the Customer Service Standard of the *Accessibility for Ontarians with Disabilities Act (2005)*. The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the

requirements of the Regulation, as well as instructions regarding all matters set out in Section 6 of the Regulation. By signing Statement “C” the bidder has agreed to be in full compliance with this regulation. The successful bidder will be expected to complete the confirmation form and submit the same at the Preconstruction Review Meeting. A City of Niagara Falls training pamphlet has been included in Appendix D.

**14. Notification of Service Disruptions**

Contractors shall be responsible for notifying the general public when planning/implementing a disruption to any transportation walkway, pathway, driveway, roadway, etc.. It shall be the Contractor’s responsibility to notify the general public of any disruption to regular service; prior to the commencement of the disruption. In the case where construction activities will cause a disruption to normal service, appropriate signage shall be installed. At the Owner’s request, information relating to the disruption shall be supplied to allow for the posting of disruption notices on the Owner’s web page of choice.

The posted signage shall as a minimum include the headings listed below and shall be filled out by the Contractor and installed in advance of the service disruption.

**NOTICE OF SERVICE DISRUPTION**

Please be advised of a disruption to:

Reason for disruption:

This service will be unavailable for the period of:

Alternative facilities or services:

For more information or service accommodation, please contact:

WE APOLOGIZE FOR THE INCONVENIENCE.

THANK YOU