

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	Joe Colasurdo, C.E.T.
Consultant	Ellis Engineering
Contact for Enquiries	Arih Struger-Kalkman, P.Eng
Telephone No:	905-934-9049

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:	Tuesday, October 13, 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 **\$25,000.00**.

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.

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 **October 19, 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

Ellis Engineering, Inc.

Landtek Limited

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 **Consultant or PM** up to 1:00 p.m. local time on **Friday, October 9, 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 new bidders must register with the Project Manager, **Joe Colasurdo** via email at jcolasurdo@niagarafalls.ca, prior to submitting a tender bid. 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. Project Description and Information

This contract encompasses the provision of all labour, material and equipment necessary for the completion of the rehabilitation of a culvert structure that is located approximately 650 metres west of Stanley Avenue in Niagara Falls.

The above description is general only and shall not be construed as limiting the scope of the contract.