



THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR QUOTATION - SERVICES

RFQ16-2021

Concrete Levelling and Raising Services

**Two (2) Year Contract – 2021 & 2022 with Three (3), One (1) Year Optional
Extension Periods**

SPECIAL PROVISIONS

GENERAL REQUIREMENTS & INFORMATION

The following requirements and specifications should be considered as amendments and/or extensions to the Niagara Peninsula Standard Contract Document Special Provisions – General and Special Provisions – Contract Items, as well as any Ontario Provincial Standards as outlined in the applicable sections. The Contractor shall familiarize themselves with all documents utilized to create this price quotation, and the amendments and extensions included herein. The most current versions of all documents utilized by this contract are to be referenced and implemented unless otherwise directed by the City.

Niagara Peninsula Standard Contract Documents:

<https://www.niagararegion.ca/business/tenders/npscd/default.aspx>

Ontario Provincial Standards:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

The City may, at its discretion, reduce or increase the scope of work under this contract. There shall be NO COMPENSATION to the Contractor for any reduction in the contract value and/or scope. The premise of this contract is to resolve non-compliances, identified through field inspections completed by the City, and assessing the state of City infrastructure based on the most current version of Ontario Regulation 239/02 (<https://www.ontario.ca/laws/regulation/020239>).

1.0 PROJECT SCOPE

This contract encompasses the preparation, implementation and completion of levelling and raising of concrete flatwork infrastructure at various locations within the municipal boundary of the City of Niagara Falls which may include, but is not limited to, municipally-owned properties, designated road allowances, or any adjacent lands as directed by the Contract Administrator. The selected locations to be addressed shall vary in size and type. Locations shall be marked and photographed prior to the Contractor receiving the location by City staff and archived for reference purposes. Sample areas may be provided by the Contract Administrator upon request. The Contractor is expected to restore any portion of the concrete flatwork that is damaged, defaced, or

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marred due to their chosen raising and levelling method with a similar and acceptable material in a manner that shall not reduce the functional life of the infrastructure. The Contractor may be required to restore surface finishes as part of the restoration requirements and shall include such costs in unit price bid.

The Contractor is expected to adjust the slope and elevation of the concrete infrastructure through their prevalent method in a way that promotes positive drainage away from the concrete infrastructure and not negatively impact neighbouring properties. The Contractor shall also take precaution to ensure any undertaken work will not affect the purpose and functionality of the concrete flatwork infrastructure and cause users of said infrastructure undue hardship, such as walkers or persons with mobility difficulties/restrictions. Work undertaken, that is adjacent to other concrete infrastructure, by the Contractor shall be completed with precautions to ensure vertical discontinuities are not created or exacerbated unless otherwise directed by the City. The Contractor may request further information or a site meeting to confirm the tasks assigned and advise the City, where necessary, of impacts of the works based on their experience.

The units for pricing of levelling and raising services are found in the Form of Quotation and are separated by type. Pricing shall include all associated costs as outlined in these specifications. The Contractor shall also include the materials and equipment that will be required to complete all associated works under the appropriate sections in the Form of Quotation.

1.1 Work Site Monitoring

The Contractor shall take due precaution to protect the infrastructure being adjusted by the levelling/raising material from being further damaged, marred or defaced. In the event that the infrastructure is further marred or damaged in any way from its state prior to the Contractor commencing work, the Contractor shall repair or replace as required to ensure a satisfactory end product.

The Contract Administrator shall advise, in writing, if said replacements or repairs are necessary. If a dispute between the Contractor and Contract Administrator arises, an amicable resolution shall be reached by any and all appropriate and fair means. Once a resolution is reached, the corrective actions shall be carried out immediately.

The appropriate unit price for levelling shall be deemed to have made due allowance for this requirement.

1.2 Work Assignments

Lists of damaged locations, the type of restoration required, the measurements of the location, and the specific work order numbers will be provided at various times throughout the season. The work listed therein must be completed within 30 days of receipt by the Contractor or by the deadline given by the Contract Administrator. Weekly updates of the completed sites may be required and submitted to the Contract

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Administrator in spreadsheet format so site reviews may be scheduled to assist in expediting invoice payments, if requested. **All sites must be reviewed by the City and found to be restored acceptably prior to payment of work.**

The Contractor shall complete works within standard working hours (7:00am – 7:00pm) as per City of Niagara Falls By-law No. 2004-105 Noise Control By-Law and shall be limited to weekdays (Monday through Friday), unless otherwise granted in writing by the Contract Administrator.

It is the Contractor's responsibility to review the work list and determine if it can be completed in the allotted working days. If, in the opinion of the Contractor, it cannot be completed by the predetermined deadline, the Contractor may request an extension from the City in writing prior to the end of the working day completion period. The Contractor shall include a proposed number of days to be added and the reason for the extension request (IE work force changes, weather conditions, restrictions due to provincial orders, etc.). The Contract Administrator shall respond in writing to the Contractor on the number of working days that shall be extended, if any. Multiple and/or unreasonable extension requests shall not be granted. A reduction of up to 20% in the unit price(s) may be applied should the Contractor not meet the assigned deadline or provide acceptable and timely communications to the Contract Administrator.

The Contractor shall prepare and follow a Traffic Control Plan in accordance with Ontario Traffic Manual Book 7 – Temporary Conditions when working in the road allowance. Further information pertaining to traffic control can be found in Section 5.0 – Existing Conditions, 5.2 Traffic Protection.

2.0 CONTRACT EXECUTION

All Bidders are reminded of the provisions and requirements for Contract Execution and Failure to Execute as detailed in the Niagara Peninsula Standard Contract Documents - Special Provisions General, Items G1 and G2. **These provisions will be strictly enforced in regards to timing requirements.**

2.1 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:

“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.”

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3.0 OCCUPATIONAL HEALTH AND SAFETY

The Contractor must submit a contractor safety check list (refer to City website) as well as a current and valid WSIB clearance certificate.

The contractor is reminded that the terms of the contract are to be executed in strict compliance with the requirements of the **Occupational Health and Safety Act, R.S.O. 1990**, latest edition. 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)

The City will also require copies of any Incident or Accident Reports related to the Project.

All procedures in the latest ESA/TSSA “Guideline for Excavation in the Vicinity of Utility Lines” must be adhered to. Any associated costs are deemed to be included in the tender items.

4.0 PRE-RESTORATION REVIEW MEETING

Prior to the start of work, the City and the successful Contractor will coordinate and attend a review meeting. At or prior to the meeting, the Contractor will be required to submit the following:

- A list of proposed recycling facilities and disposal sites, including written authorizations as required, to be utilized on this contract as/if required
- A listing of the contractor’s proposed supervisory personnel for this project, including position title and contact information.
- A listing of the contractor’s vehicles/equipment to be used for this project, including make, model, year, and plate number.
- A copy of Safety Data Sheets (SDS) for any materials that will be used by the Contractor and crew as part of the works.

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The pre-restoration review meeting shall advise the Contractor of expectations while performing work on behalf of the City, work submission requirements, and work parameters the Contractor should be aware of. Should the Contractor have any items to be brought forward in the pre-restoration meeting, they must be submitted in writing to be included on the agenda at least 24 hours prior to the meeting date.

5.0 EXISTING CONDITIONS

5.1 Damages

Any unreasonable damage, as determined by the City and caused by the Contractor, to lawns, driveways, sprinkler heads, valves, curb stops, or other appurtenances, etc., shall be repaired or replaced immediately by the contractor at their expense. If the Contractor does not have the means to make such repairs or complete replacements, the Contract Administrator can provide a cost estimate to complete such works on behalf of the Contractor. The Contractor shall then notify the Contract Administrator, in writing, of their acceptance for the work to proceed and include the preferred method of payment to the City. The expected forms of payment are reducing the invoice amount of the Contractor's submission by including a line item on the submission, or receiving an invoice from the City to collect funds independently from the contract.

5.2 Utilities

The Contractor is advised that existing utilities may be in very close proximity to the proposed restoration sites. 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 prior to undertaking works and any associated restoration. It is the responsibility of the Contractor to retain any utility locates, when required, to be aware of existing subsurface conditions prior to commencing any works.

5.4 Traffic Protection

In addition to the conditions stipulated in OPSS.MUNI 100 - GC7.06 and OPSS.MUNI 706, the following shall also apply:

Interference with normal flow of traffic shall be kept to a minimum. The Contractor shall be prepared to supply and erect any barricades and signs which may be required for complete control of both pedestrians and vehicular traffic including competent flag persons in accordance with Ontario Manual of Uniform Traffic Control Devices. The lump sum price shall be deemed to have included this provision.

The Contractor shall also be responsible for supplying their hired help with any necessary safety and/or protective equipment required to perform the work safely.

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Property Access

Pedestrian access to all businesses and residences is to be maintained at all times whenever possible. Access closures are to be scheduled at least two (2) business days in advance between the City, the Contractor and the Business owner and/or Residents, including the type and form of any temporary access provisions. Any disruption to pedestrian access is to be kept to a minimum duration.

Communications

It will be the Contractor's responsibility to inform the various businesses and residences of, and/or the placement of no parking signs the day before, in order to reduce/eliminate any problems with parked vehicles that may interfere with their operations. Access to the abutting businesses and residences must be maintained at all times.

The Contractor shall also maintain/provide existing pedestrian access at all times to the businesses and residents during all phases of construction in an acceptable manner.

Basis for Payment

In addition to the payment provisions noted in the Niagara Peninsula Standard Contract Document, the final ten percent (10%) of the lump sum price bid for this item will be held until the season completion. The lump sum price bid shall be deemed to include full compensation for all the provisions noted herein.

6.0 OPERATIONS

6.1 Disposal Site for Excavated Materials and Recycled Concrete & Asphalt Rubble Material

The Contractor will provide the Contract Administrator with written authorization for use of any private dump site, including a brief description of the terms of authorization.

The Contractor must submit copies of all approvals for the disposal site location(s) from all government agencies. If the dump site is within the limits of the City of Niagara Falls and more than 20 loads are to be dumped, then the Contractor must apply for a Site Alteration Permit.

The unit or lump sum prices bid for the applicable contract items shall be deemed to have made full allowance for these requirements.

7.0 WORK REQUIREMENTS

The Contractor shall perform any assigned work included in this contract as quickly, efficiently and thoroughly as possible. Lists with work order numbers will be submitted by e-mail from the

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Contract Administrator to the Contractor's desired contact person(s). Lists of work shall be provided throughout the calendar year as work arises or is identified. Each list shall be completed within the time limits set out by the Contract Administrator.

The Successful bidder is to ensure that invoices are submitted with completed work order numbers identified. Failure to do so may result in a 2% reduction in invoiced amounts. Invoices must include the same information and quantities as submitted by the City, with revision of actual quantities from the Contractor should there be a variance as approved by the Contract Administrator.

The City annually may receive anywhere from 50 - 100 unique restoration sites, that may include any or all concrete appurtenances as outlined in this tender.

8.0 WARRANTY/GUARANTEE OF WORK

The Contractor shall be required to provide a guarantee of their completed work as part of this contract. The guarantee period, at minimum, shall be for the duration of the contract, which may include the optional yearly extensions depending on the mutual agreement reached between the Contractor and the Contract Administrator. The guarantee duration shall be provided in the Form of Quotation in the applicable area.

Should a location under this contract be found to have settled, shifted, become undermined, or if the concrete infrastructure that had been adjusted became damaged for any reason related to environmental conditions (IE weather conditions, freeze/thaw cycle, etc.), the Contract Administrator shall mark the location of the issue and forward said location, in writing, to the Contractor. The Contractor shall then have 30 days to rectify the issue and inform the Contract Administrator, in writing of the completion.

Should the Contractor inspect the site and believe the issue is unrelated to the work they had previously completed, they are expected to advise the Contract Administrator, in writing, and provide any gathered evidence and supporting documentation. If both parties have differing perspectives of the same location, a site meeting shall be arranged and the actual conditions shall be reviewed together. For the sake of public safety, a resolution is to be reached as expeditiously as possible and a mutual agreement is to be made on the proceedings of any work and restitutions owed. The Contractor's unit pricing shall include any potential costs incurred for such investigations of completed work, and for the guarantee of work itself.