



City of Niagara Falls

Contract 2021-534-20  
4500 Park Street  
Building Decommissioning & Soil Remediation

**ADDENDUM # 1**

This Addendum shall form an integral part of the contract document for the above noted project and shall be read in conjunction therewith. This Addendum shall, however, take precedence over all requirements of the previously issued contract documents, including plans, with which it may prove to be at variance, unless otherwise clarified by the Engineer.

This Addendum must be signed by the Tenderer in the appropriate space and must be attached to the Form of Tender for submission at the time of tendering. **Tenders not including this Addendum, signed as required, may be rejected as informal.**

**Please see attached pages which include the following:**

Cover letter, responses to questions and general clarifications (#1-15) provided by Dragun Corporation.

Date Issued: March 31, 2021

Eric Lallouet  
Senior Project Manager

The Tenderer shall take due notice of all revisions/clarifications and make allowance to his/her unit prices.

Signature of Company Representative:	
Name (Please Print):	
Company Name:	
Date:	

March 31, 2021

To: Bidder

SUBJECT: Building Decommissioning and Soil Remediation – Contract No. 2020-534-20  
ADDENDUM #1  
4500 Park Street  
Niagara Falls, Ontario

To Whom It May Concern:

The Dragun Corporation (Dragun) prepared this Addendum #1 in response to questions received from bidders as outlined in the Part 10 of the Special Instructions to Bidders (SIB-4) for the project titled “Building Decommissioning and Soil Remediation, 4500 Park Street, Niagara Falls, Ontario,” dated March 16, 2021.

Please review the questions submitted by the bidders and Dragun’s answers. In the following text, the questions are in black. Responses follow each question (red/italics). Please take into consideration the information presented in these responses when preparing your bid.

1. There appears to be more fluorescent light fixtures (ballasts) and light tubes than outlined in the bid document. How many ballasts and tubes are there within the building and outer building? *Dragun has rechecked the number of fixtures and tubes. There are 33 fluorescent light fixtures with ballasts and 24 light tubes in total to be removed and properly disposed. In addition, there are six square light fixtures within the open building. Any remaining light bulbs need to be removed (assume five; one fixture was open with no bulb). There are two outdoor light fixtures on the south side of the enclosed building. Assume that each fixture has a bulb to be removed. Dragun’s technician will conduct a post-removal inspection prior to building demo to document the removal of these items.*
2. SIB – Page 3 – Number 5 - Maintenance hold back 2% of final cost – What maintenance is this for, as we understand from the scope there are no maintainable items to be maintained or serviced once the contractual obligations are completed and accounted for from the scope of work performed as per tender specifications. We have no issue with the 2% just want to understand what we are contractually obligated to “maintain.” *Standard maintenance periods and holdbacks apply to all City of Niagara Falls projects. In this case, “maintainable” items could include the area of compacted backfill (repair settlements), french drain system, any issues with capped/plugged sewers (infiltration, granular, or construction debris in mainline), and any asphalt or concrete work that may be required as a result of construction (replacement of existing roadway, curbs, sidewalks, etc.).*

3. Regarding schedule of quantities and unit pricing in FT4-1 specifically line item A2 – Please elaborate on what exactly shall be surveyed: i.e.; existing grade elevations and or property boundaries as the price varies to supply this. If you could specify exactly what is required to survey: i.e.; elevations, grades, property boundaries (or all). *All bidders must familiarize themselves with the Niagara Peninsula Standard Contract Documents (NPSCD). Details regarding this and other items in the contract are well defined within the NPSCD:*  
<https://www.niagararegion.ca/business/tenders/npscd/pdf/special-provisions-contract.pdf>
4. In the agreement between owner and contractor document – Page FA – 1 – Paragraph 1 reads “the contractor to maintain the work for a period of one year from the date completed in accordance with paragraph GC7.16 in the OPSGC (Ontario Provincial Standards General Conditions). What exactly is being “maintained” after the contract has demobilized from site? *See response to question 2.*
5. FA-2, item 2. Sub-item b. Work to be completed by August 27, 2021 or contractor pay the city liquid damages in the sum of \$1000.00 per day. Assuming this is not applicable if the scope changes, delays in the project not directly caused by the contractor, additional work, unforeseen circumstances, weather etc.? One would assume so, just the way it is written leaves it open to liquid penalties even if the project is delayed by a 3<sup>rd</sup> party or change in overall scope. Please clarify. *The situation is assessed carefully prior to charging liquidated damages. If the contract duration is extended by no fault of the contractor, then that would be taken into consideration.*
6. In the section special provisions – general supplementary index, Page SPGS 6 – G32 Operations - Surplus Native Material - “The contractor may be directed to deliver a number of loads of native material to the City’s Service Centre.” This shall be at the discretion of the Contract administrator at not extra cost to the city. Please elaborate on this, where should the contractor cover our costs if and when this part of the contract is executed. Is it 5 loads or 50 loads. Just want to ensure we would be compensated/covered for the incurred costs. From the looks of the site info, logs, etc. Likely all material will be sent to landfill from our understanding at the site meeting. Please confirm the rational of this statement within the tender. I’m assuming this is standard contract jargon for other various projects/road work tenders. Please clarify. *This is a standard clause that allows the City to obtain a few loads of clean fill from capital construction projects if there were a situation where it was required. We very rarely invoke this, and in the case of this project where we’re dealing with contaminated materials, we will not be requesting any fill be delivered to the Service Center.*
7. Same point as question 5 for “Regional Road Restoration.” *Again, this is a standard clause – it deals with restoration on Regional Roads if the work carried out by the contractor causes damage to Regional Roads. The streets immediately adjacent to this*

*site are not Regional (Park Street, Chrysler Av., St. Clair Av.), however, Bridge Street is Regional. This could apply, for example, if work by the contractor somehow damaged Bridge Street.*

8. Section special provisions – general supplementary, Pertaining to B3 – SPCS – Page 6 – Section (a). Regarding Granular B backfill and compaction. Is compaction testing/reporting/supervision necessary? It specifies material to be compacted Is so whom will be arranging and paying for such geotechnical compaction of the backfill Gran B? It is not clearly outlined whom will be responsibly for this if required.  
*Geotechnical materials testing will be coordinated by the Consultant overseeing the project, and fees will be paid by the City.*
9. Pertaining to warranty – what exactly is being warrantied? - Reference SC18-GC 7.16 – Page GCCS – 15. *See response to question 2.*
10. The bulk of the contract verbiage specifically “special provisions and GCCS (General Conditions and Construction specifications) seem to be generic public works jargon for road work, sewer and water main and a lot of the conditions will not apply to this project. There are also multiple conflicting comments in the supporting documentation. Example: SPGS Page 6 – G32 – Regional road restoration specifications. There are many other specifications like the previous noted referencing multiple situations and or specifications/scenarios that would not be encountered on a project with this scope. This ultimately leaves the bidder open to legal risk for basically anything and everything with the way the entire contact is worded. The bulk of it is irrelevant to the scope of this project. Just want to ensure there are no hidden items that we would be financially responsible for above/beyond the specific outlined items/scope of work for the remediation. *The example you have provided for Regional Roads restoration would apply should there be damage sustained to Regional Roads. The City has no jurisdiction over roads owned by the Region; therefore, contractors are required to carry out restoration in accordance with Regional requirements. If there are other specific questions or examples, please provide them for a response.*
11. Under what item numbers should we incorporate the costs of mobilization, fencing, washrooms, health and safety pre planning and documentation, daily health and safety tail gate meetings and documentation, project management, other general requirements/planning and clerical duties/submittals and project back up costs incurred by the contractor? *Some of these items are covered in the SPCS sections and NPSCD (site fencing, for example, is included in item A8). Other expenses incurred by the contractor such as mobilization, tailgate meetings with staff, and project management are up to the bidder to build into their unit prices.*
12. There was a question regarding the consultant sampling and laboratory testing of granular fill (at source) before it is transported to the subject property (soil quality testing). *To clarify, this project requires a pit run, naturally formed, sand and gravel Granular B fill. Crushed limestone will not be accepted.*

13. Would you be able to provide the RAP and the Phase 2 for the 4500 Park Street Tender? *A summary of key information from the Phase 2 ESA has been provided in Appendix E of the Contract document. If the bidder requires a copy of the Draft Phase II ESA, it is available as a pdf.*
14. There was a question regarding the Niagara Region applying a surcharge for every cubic metre of water discharged to the sanitary sewer system. Does the bidder include a cost in the bid with an assumed volume or direct bill this cost to the City? *This surcharge should be direct billed to the City with no markup.*
15. During the site meeting, there was a question regarding removal of the manhole and associated piping (storm water) near the southwest corner of the site (within Excavation Area A). *To be clear, this manhole is approximately 1.4 metres deep and will need to be completely removed and capped at the property line. All costs for removal of the manhole and piping should be included in Bid Item SPCS B27.*

End of Addendum #1.