



THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR QUOTATION - SERVICES

RFQ28-2021

Roadside Ditching, Shouldering and Culvert Installation Services

Contract Period: Two (2) Years (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.

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.

1.0 PROJECT SCOPE

1.1 Ditch Cleaning

For the purposes of these items, NPSCD B19 and OPSS.MUNI 206 shall be utilized with amendments made as outlined below.

This portion of the contract encompasses the regrading of ditches and swales at various locations within the municipal boundary of the City of Niagara Falls which may include, but is not limited to, municipal roadside ditches, designated road allowances, municipally-owned properties, or any adjacent lands as directed by the Contract Administrator. The locations that require ditch cleaning shall vary in length and will be marked and photographed prior to the Contractor receiving the ditch cleaning location by City staff and archived for reference purposes.

The depth of ditch cleaning required to promote positive, uniform drainage where possible and is expected to be 150mm or less. In locations where the depth of material exceeds the 150mm threshold, the Contractor's unit price will be prorated with the difference and a percentage of said unit rate shall be used. For example, a depth of ditch cleaning is

REQUEST FOR PROPOSAL – SERVICES

RFQ28-2021

Roadside Ditching, Shouldering and Culvert Installation Services

Contract Period: Two (2) Years (2021 & 2022)

with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

180mm, the initial 150mm shall be paid at the unit rate and the remaining 30mm shall be paid at a rate of 30/150 or 20.00% of the unit rate. The re-established grade of the ditches shall be determined by surveys compiled by city staff, utilizing existing appurtenances which may include, but is not limited to, road cross culverts, driveway culverts, headwalls, survey markers, or any other established benchmarks. Upon completion of any ditch cleaning, the Contract Administrator may request a post completion survey to confirm a uniform grade has been established, using the tolerances outlined in the NPSCD. Should the Contractor not comply with this parameter, the Contract Administrator shall review the site conditions and a reduction of the unit rate, if the cleaning is beyond the 150mm depth, may be implemented. Where uniform grading cannot be achieved, the Contractor shall inform the Contract Administrator, in writing. The Contract Administrator shall then respond to the Contractor, in writing and as expeditiously as possible, and advise if the alteration in grading the Contractor is proposing is acceptable. The Contractor's unit rate for this work shall include provisions for situation such as this.

The Contractor shall acquire any utility locates within the assigned work areas and use extreme caution when working in close proximity to said locates and any visible and/or found infrastructure, survey markers, and property markers. The Contractor's unit pricing and to include any costs incurred for this parameter.

The Contractor shall be responsible and take ownership of all excess excavated material and the disposal, including any associated costs. Should the Contractor make arrangements to dispose of the excavated material within the city's municipal boundary at a property, the Contractor shall ensure the disposal site complies with current and applicable municipal and provincial regulations.

The unit pricing for the ditch and swale regrading in the Form of Quotation shall include the completion of as outlined in these specifications.

1.2 Culvert/Subdrain Installation & Removal

For the purposes of these items, NPSCD B6 & B7, and OPSS.MUNI 405 & 421 and shall be utilized with amendments made as outlined below.

Culvert removals shall be paid, per lineal metre, based on the unit pricing provided by the successful Contractor. The Contractor shall take ownership and be responsible in disposing of said culvert in any manner they deem fit.

The City of Niagara shall supply the necessary subdrain and/or culvert pipes, including any couplers or fittings necessary to complete the installation, to the Contractor and have said material delivered to the required job site following work assignment and confirmation of mobilization date. All other labour, equipment, and materials necessary to complete the work shall be supplied by the Contractor and the associated costs shall be included in the unit pricing as provided in the Form of Quotation.

Special instructions for installation of subdrains, including depth below road surface of above ditch centerline, shall be provided to the Contractor at the time of work assignment.

REQUEST FOR PROPOSAL – SERVICES

RFQ28-2021

Roadside Ditching, Shouldering and Culvert Installation Services

Contract Period: Two (2) Years (2021 & 2022)

with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

The Contract Administrator may provide additional general area information, including any detailed surveys, to the Contractor to assist in the installation and scope of work.

Following the installation of any culverts, the Contractor shall clean and/or flush any debris collected in the pipe prior to the acceptance of the work by the Contract Administrator.

The unit pricing for subdrain and culvert installations shall be a per metre cost and include any and all associated expenses to complete the installation as outlined, with the exception of granular materials. The cost of granular material shall be separated and paid for under the appropriate items in the Form of Quotation.

1.3 Sediment, Silt and Erosion Control (Provisional Item)

For the purposes of these items, NPSCD A7, and OPSS.MUNI 405 & 421 and shall be utilized with amendments made as outlined below.

The Contractor shall exercise extreme caution during all ditch clearing and culvert installation operations to keep sediment disturbance to a minimum and to minimize sediment from entering any adjacent watercourse, waterbody or other adjacent natural area (IE forest, wetland, etc.). Check dams (silt fencing or straw bales) shall be installed by the Contractor where necessary to reduce sedimentation to any watercourse. Materials and installation of sediment and silt control devices shall conform to Ontario Provincial Standards, Division 200 – Grading applicable drawings. The Contractor must advise in writing, prior to procuring and installing any control devices, to the City representative of the selected devices to ensure acceptability. The City representative shall in turn provide a written response of acceptance to the Contractor to progress the work.

The Contractor is to complete all assigned work in dry conditions, unless otherwise directed by the Contract Administrator. The Contractor shall monitor the weather several days before mobilizing their crew to the site to commence construction. The Contractor shall also advise the Contract Administrator, at least 48 hours in advanced notice, when favourable impending weather conditions are expected and a mobilization date to commence work. The Contract Administrator shall then inspect the assigned work locations to ensure there are dry conditions and, upon review, advise the Contractor if they are to proceed with the planned schedule and if check dams will be required.

Upon evidence of an inherent storm event the Contractor shall cease operations. Erosion and sediment controls shall be placed, checked and reinforced where required to reduce the risk of sediment release during a storm event. The Contractor is responsible for monitoring the site conditions particularly if wet weather is expected, including evenings, weekends, and holidays.

The temporary filtration check dams shall be inspected after each significant rainfall. Necessary repairs shall be made promptly and sediment shall be removed when it reaches half the original height and disposed of in accordance with OPSS.MUNI 510. Installation and maintenance of sediment and erosion controls shall be done in accordance with the

REQUEST FOR PROPOSAL – SERVICES
RFQ28-2021
Roadside Ditching, Shouldering and Culvert Installation Services
Contract Period: Two (2) Years (2021 & 2022)
with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

publication, “Erosion and Sediment Control Guideline for Urban Construction”, December 2006, by the Greater Golden Horseshoe Area Conservation Authorities.

Payment for this item shall be made at 50% of the unit bid price for any sediment control installed and 50% of the unit bid price for the removal and disposal of the control measures including any collected sediment as required. This item is provisional and shall only be used if the selected location requires it due to conditions outlined above.

1.4 Hand Laid Riprap with Filter Cloth

For the purposes of these items, NPSCD B20, and OPSS.MUNI 511 shall be utilized with amendments made as outlined below.

The Contract Administrator shall provide measurements and site markings, where possible, for the use of this item. When this isn't provided, the Contractor shall refer to the appropriate OPSD relating to riprap installations.

Riprap placed at each end of road culverts shall be 200-250mm in size and placed as outlined in NPSCD B20.

When placing riprap in the vicinity of culverts under driveways, the Contractor shall select 100-150mm material. The Contractor shall ensure riprap placed around driveway culvert ends does not exceed in height above the pipe to be beyond the finished grade of the driveway surface. If this is not possible, riprap shall not be included and the Contractor shall inform the Contract Administrator to determine if an alternate end treatment may be possible.

1.5 Granular Material - Shouldering

For the purposes of these items, NPSCD B3 shall be utilized with amendments made as outlined below.

The Contractor shall remove the existing shouldering material, to a depth of 100mm below the edge of road surface and carrying that elevation towards the ditch line. Shoulder width shall vary, based on Contract Administrator direction and existing site conditions. This material becomes the responsibility and ownership of the Contractor and shall be hauled off-site and disposed in any way the Contractor deems appropriate. The Contractor shall supply, place and compact granular 'm' material within the shoulder locations while ensuring the roadside ditches and/or adjacent roadside areas are free of the material.

The Contract Administrator shall provide site markings and measurements to ensure the Contractor can provide the appropriate amount of granular material. When an entrance is found within the limits of shouldering, the Contractor shall match the surface elevations with the granular material at the same directed width, unless otherwise directed by the Contract Administrator.

REQUEST FOR PROPOSAL – SERVICES
RFQ28-2021
Roadside Ditching, Shouldering and Culvert Installation Services
Contract Period: Two (2) Years (2021 & 2022)
with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

1.6 Work Assignments

Lists of locations, the type of work required, measurements of the location, and any other specific work information will be provided by the Contract Administrator to the Contractor at various times throughout the season. The work listed therein must be completed within 30 days of receipt to the Contractor or by the deadline given by the Contract Administrator. Weekly updates of the completed sites shall be submitted to the Contract Administrator so site reviews may be scheduled to assist in expediting invoice payments. All sites must be reviewed by the City and found to be completed acceptably prior to payment of work.

It is the Contractor's responsibility to review the work list and determine if it can be completed in the allotted working days. If it cannot be completed, the Contractor may request an extension from the City in writing prior to the end of the working day completion period. 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 will 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.

The Contractor shall notify the Contract Administrator when work assignment areas encroach or include property marker locations. The Contract Administrator shall provide direction to the Contractor on proceeding and making any necessary changes. If the Contract Administrator cannot change the work area limits and a property marker shall be impacted, the City shall be responsible to review and/or replace the property marker, by a licensed Ontario Land Surveyor, at its own expense. If a Contractor is directed to exercise caution, and they are found to be negligent in this regard and a property marker is impacted, then the Contractor shall be responsible to acquire a licensed Ontario Land Surveyor to review the location. Any expenses incurred due to the avoidable damages the Contractor caused shall be the responsibility of the Contractor.

1.7 Work Site Housekeeping

The Contractor is advised that the work sites must be maintained in as clean a condition as possible while they attend the sites. The Contractor shall also:

- Maintain existing roads in a reasonable condition or provide suitable detours
- Control dust nuisance resulting directly or indirectly from their operations
- As soon as practicable, clear all surplus construction equipment and material from site

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 regard to timing requirements.**

REQUEST FOR PROPOSAL – SERVICES
RFQ28-2021
Roadside Ditching, Shouldering and Culvert Installation Services
Contract Period: Two (2) Years (2021 & 2022)
with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

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.”

3.0 OCCUPATIONAL HEALTH AND SAFETY

The contractor must submit a contractor safety check list (see attached) as well as current WSIB status.

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 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 “Safe Work Procedures for Excavating in the Vicinity of Underground Electrical Plant” guide book 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 listing of the contractor’s proposed supervisory personnel for this project, including contact information.
- A listing of the contractor’s vehicles/equipment to be used for this project, including make, model, year, and plate number.

REQUEST FOR PROPOSAL – SERVICES
RFQ28-2021
Roadside Ditching, Shouldering and Culvert Installation Services
Contract Period: Two (2) Years (2021 & 2022)
with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

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.

5.0 EXISTING CONDITIONS

5.1 Damages

Any unreasonable damage, as determined by the City, to lawns, driveways, sprinkler heads, valves, curb stops, or other appurtenances, etc., shall be repaired or replaced immediately by the contractor at their expense.

5.2 Tree Protection

The unit price bid 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 saw cut. Should backfilling not take place immediately, the tree root system shall be covered to protect against root system dying out immediately.

5.3 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 restoration.

Preservation of existing utilities shall be as per OPSS.MUNI 491. For utilities greater than 300mm diameter the contractor shall submit shop drawings, stamped by a professional engineer licensed to practice in Ontario, to the Contract Administrator detailing the temporary and permanent support. 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.

5.4 Traffic Protection

The contractor will ensure that the public and staff are protected when working in the roadway, and must ensure that Book 7 traffic plans are prepared and adhered to.

6.0 WORK REQUIREMENTS

The Contractor shall perform any assigned work included in this contract as quickly, efficiently and thoroughly as possible. The work in this contract includes repair work caused by winter damage accumulated from late autumn of the previous year up to and including early spring,

REQUEST FOR PROPOSAL – SERVICES
RFQ28-2021
Roadside Ditching, Shouldering and Culvert Installation Services
Contract Period: Two (2) Years (2021 & 2022)
with Three (3), One (1) Year Optional Extension Periods

SPECIAL PROVISIONS

culvert condition degradation, and discovered drainage concerns found within the City of Niagara Falls.

Lists with work order numbers will be submitted by e-mail from the Contract Administrator to the Contractor's desired contact person(s). Additional lists of work may be provided throughout the remainder of the calendar year as work arises or is identified. Each list shall be completed as expeditiously as possible, at the direction of 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 break down of jobs and quantities as submitted by the City.