



726-2019 ADDENDUM 1

2019-2023 STAFFORD/TAYLOR/CORYDON PAVEMENT RENEWALS – TENDER 1 2020-2021

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
TENDER**

ISSUED: March 5, 2020
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE TENDER AND SHALL FORM A PART
OF THE CONTRACT DOCUMENTS**

Template Version: A20190115

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid may render your Bid non-responsive.

PART A – BID SUBMISSION

Replace: 726-2019 Bid Submission with 726-2019 Addendum 1 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R1): Quantities broken into Part 1: City Funded Work and Part 2: Hydro Funded/Provincially Funded Work.

Form B(R1): Respective items now reference CW3110R21.

Page numbering on some forms may be changed as a result.

PART B - BIDDING PROCEDURES

Add: B9.6 Form B: Prices is organized into Parts: Part 1 of the Work and Part 2 of the Work. Bidders shall provide a total price for each Part and, on the summary sheet, a Total Bid Price consisting of the sum of prices for Part 1 and Part 2.

Revise: B17 to read:

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities.

The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

- B17.2.1 Any bid with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

Revise: B18 to Read:

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 If funding for the Work is provided to the City of Winnipeg by Manitoba Hydro, the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D29 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.5 As noted in D2 and identified in Form B: Prices, the Work of Part 2 will be contingent upon the Province approving funding for the Work. If sufficient funding for Part 2 Work is not approved by the Province the City shall have the right to eliminate all or any portion of Part 2 Work in accordance with D2.

PART D - SUPPLEMENTAL CONDITIONS

Revise: D2. to read:

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of two parts:
 - (a) Part 1 – City Funded Work

- (b) Part 2 – Provincially Funded Work.

Part 1 – City Funded Work

D2.2 Part 1 – City Funded Work shall consist of:

D2.2.1 Phase 1

- (a) Corydon Avenue (2020)
Pavement Reconstruction
- (i) Corydon Avenue from Stafford Street to 100m west of Rockwood Street
 - (ii) Corydon Avenue from Waterloo Street to the public lane east of Waverley Street (eastbound lanes only)

D2.2.2 Phase 2

- (a) Corydon Avenue (2021)
Pavement Reconstruction
- (i) Public lane west of Waverley Street to 100m west of Rockwood Street
- (b) Taylor Avenue (2021)
Pavement Reconstruction
- (i) Wilton Street to Harrow Street
 - (ii) Geometric improvements of Harrow Street and Harrow Street East
 - (iii) New asphalt pathway on Harrow Street from Taylor Avenue to Pembina Highway

Part 2 – Manitoba Hydro Funded Work

D2.3 Part 2 – Manitoba Hydro Funded Work shall consist of:

D2.3.1 Phase 1

- (a) Corydon Avenue (2020)
(i) Installation of Streetlighting infrastructure

D2.3.2 Phase 2

- (a) Corydon Avenue (2021)
(i) Installation of Streetlighting infrastructure
- (b) Taylor Avenue (2021)
(i) Installation of Streetlighting infrastructure

D2.4 The City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from the Province of Manitoba by late May. Part 2 of the Work is contingent upon the Province approving sufficient funding.

D2.4.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 2, and the Contract Price will be reduced accordingly.

D2.4.2 Further to C7.5, C7.5.1, and C7.6, a reduction in the Contract Price pursuant to D2.4.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of C7.5.

D2.4.3 If all or any portion of Part 2 is eliminated pursuant to D2.4.1, the time periods stipulated in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.

D2.5 The major components of the Work are as follows:

- (a) Pavement Reconstruction
 - (i) Removal of existing pavement
 - (ii) Removal of existing streetcar tracks and bedding
 - (iii) Construction of temporary asphalt widening and crossovers
 - (iv) Excavation
 - (v) Installation of subdrains
 - (vi) Installation of streetlights and associated infrastructure
 - (vii) Installation of Traffic Signal underground conduit, bases and pits
 - (viii) Compaction of existing sub-grade
 - (ix) Installation of catch basins and sewer service pipe
 - (x) Installation of watermain and water service insulation
 - (xi) Relocation of fire hydrants
 - (xii) Repairs to existing sewers and manholes
 - (xiii) Completion of mainline sewer repairs
 - (xiv) Placement of separation fabric
 - (xv) Placement of geogrid
 - (xvi) Placement of sub-base and base course materials
 - (xvii) Adjustment of existing pavement appurtenances
 - (xviii) Construction of 240mm reinforced, dowel jointed concrete pavements (Corydon)
 - (xix) Construction of 240mm plain dowelled concrete pavements (Corydon)
 - (xx) Construction of 250mm plain dowelled concrete pavements (Taylor)
 - (xxi) Construction of 180mm integral barrier curb
 - (xxii) Construction of concrete median
 - (xxiii) Construction of splash strip
 - (xxiv) Construction of sidewalks with block-outs
 - (xxv) Installation of paving stones
 - (xxvi) Construction of asphalt pathways
 - (xxvii) Renewal of existing sidewalk
 - (xxviii) Regrading of private walkways (paving stones, concrete, exposed aggregate concrete)
 - (xxix) Installation of Transit stop flags with piles
 - (xxx) Completion of boulevard grading
 - (xxxi) Installation of topsoil and sod
 - (xxxii) Construction of red tinted concrete pavement
 - (xxxiii) Installation of green MMA surface treatment
 - (xxxiv) Removal of existing trees
 - (xxxv) Supply and connection of electrical service for private Transit shelter

Revise: D9. to read:

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage to remain in place at all times during the performance of the Work and throughout the warranty period unless otherwise stated below:
 - (a) Wrap-up liability insurance in an amount of no less than five million dollars (\$5,000,000) inclusive per occurrence and five millions dollars (\$5,000,000) general aggregate, covering bodily injury, property damage, , personal injury, unlicensed motor vehicle liability, sudden and accidental pollution with 120 hour reporting, hook liability, if required, and products and

completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses.

- (i) The Contractor will carry such insurance to cover the City, Contractor, Subcontractors, consultants and sub-consultants as insureds. Provision of this insurance is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance remains with the Contractor.
- (ii) Manitoba and its Ministers, officers, employees and agents, BellMTS, Manitoba Hydro, Shaw, TeraSpan and Telus shall be shown as additional insured, as required by contract(s).
- (iii) Wrap-up liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the work and shall include an additional 24 months completed operations coverage which will take affect after Total Performance.
- (b) An all risks installation floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- (c) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (d) Property insurance for all equipment, tools, field office and portable toilets used by the Contractor directly or indirectly in the performance of the Work on the project that may be owned, rented, leased or borrowed.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 All Subcontractors performing Work on the Project shall be registered with Workers Compensation Board of Manitoba and shall provide and maintain workers compensation coverage throughout the term of the Contract, and the Contractor shall provide the Contract Administrator with evidence thereof upon request.

D9.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D9.5 The Contractor shall provide the City Solicitor with a certificate(s) of insurance for the City and Manitoba, in a form satisfactory to the City Solicitor and Manitoba, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.6 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

Revise: D13. to read:

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.

D13.1.1 Further to D13.1 the schedules shall be submitted for 2020 and 2021. The 2021 schedule shall be revised and resubmitted ten (10) Business Days prior to the commencement of any Work in 2021, notwithstanding any required revisions requested by the Contract Administrator during the Project.

- D13.2 If, prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D14.4 that all or some portion of Part 2 of the Work may be commenced, he/she shall complete the Detailed Work Schedule for only Part 1 of the Work assuming that, if all of Part 2 is eliminated, the time periods stipulated in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced by zero (0) Calendar Days.
- D13.3 If, after submitting the Detailed Work Schedule, the Contractor receives notification that all or any portion of Part 2 of the Work may be commenced, he/she shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.
- D13.4 The detailed work schedule shall consist of the following:
- (a) a separate schedule for each year of work.
 - (b) a Gantt chart for the Work; and
 - (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.
- D13.5 Further to D13.4(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D13.6 Further to D13.4(c), the daily manpower schedule shall list the daily number of individuals on each Site for each trade.

Add: D14.6: The Contractor shall not commence Part 2 of the Work as described in D2 and identified in Form B: Prices, unless prior to May 29th, 2020, he/she has received notification from the Contract Administrator that the City has received notice of sufficient funding from the Manitoba Hydro.

Revise: D16.1(b) to read: City of Winnipeg Traffic Signals Branch will be responsible for all cabling and erection of above ground plant. The Contractor is responsible for coordinating removal of above ground plant and cabling to facilitate the installation of the underground plant. The Contractor must coordinate with Traffic Signals such that the signal operations at the intersection are maintained except where permitted by CA and Traffic Signals Branch. This may result in the work being completed in multiple stages.

Revise: D29. to read:

D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by Manitoba Hydro, the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D29.2 Further to D29.1, in the event that the obligations in D29 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D29.3 For the purposes of D29:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D29.4 Modified Insurance Requirements
- D29.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars

(\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D29.4.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D29.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D29.4.4 Further to D9, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Contractor

- D29.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D29.6 Records Retention and Audits

- D29.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D29.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D29.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D29.7 Other Obligations

- D29.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

- D29.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D29.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D29.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.