



### 602-2018 ADDENDUM 3

**Empress Street Project, Pavement Reconstruction, Portage Avenue to St. Matthews Avenue, Empress Overpass Rehabilitation, Accessibility Ramps and Associated Works**

ISSUED: October 18, 2018  
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#### **URGENT**

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

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, 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: 602-2018 Addendum 2 - Bid Submission with 602-2018 Addendum 3- Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R3): Add Items J.30, K.10, and L.33 – Mobilization and Demobilization

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

#### **PART D – SUPPLEMENTAL CONDITIONS**

Delete D2.4

Delete D2.4.1

Delete D2.4.2

Revise D10.1 to read: The City shall provide and maintain the following owner controlled project 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) All risks course of construction insurance for the value of the bridge rehabilitation work plus the value of the accessibility ramps. Such policy will be written in the joint names of the City, Contractor and sub-contractors including testing and commissioning and shall remain in place until substantial completion. The Contractor shall be responsible for deductibles up to \$50,000 except for flood and water damage losses subject to \$100,000 deductible;
- (b) All risk property insurance for the full replacement cost of the existing overpass structure while performing the Work. The Contractor shall be responsible for deductibles up to \$50,000 per occurrence for losses during the Work;
- (c) 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, personal injury, damage to the existing structure, hook liability if a crane is required in the performance of the Work, property damage 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 shall be responsible for deductibles up to \$50,000 maximum of any one loss.
- (ii) The City will carry such insurance to cover the City, Contractor, sub-contractor, consultants and sub-consultants as insured's. Provision of this insurance by the City 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 provided by the City remains with the Contractor.
- (iii) BellMTS, Manitoba Hydro, Shaw and Telus shall be shown as additional insured, as required by contract.
- (iv) 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.

Revise D10.2 to read: The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work and throughout the warranty period:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the City added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations;
- (b) 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 \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Contractor's pollution liability (CPL) in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate insuring against claims covering third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations.
- (d) Property insurance for 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.

Revise D10.3 to read: Deductibles shall be borne by the Contractor.

Revise D10.4 to read: The Contractor will be required to cooperate with the City and to provide their project experience and project claims history and any other information necessary to obtain the owner controlled project insurance as outlined in D10.1 within three (3) Business Days after notice of award.

Add D10.5: All policies shall be taken out with insurers duly licensed to carry on business the Province of Manitoba.

Add D10.6: The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.

Add D10.7: 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.

## **PART E – SPECIFICATIONS**

Add E70. **MOBILIZATION AND DEMOBILIZATION (STRUCTURAL)**

## E70.1 Description

E70.1.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Site relating to structural works, as follows:

- (a) Concrete Retaining Wall, as specified in D2.1(e);
- (b) Bridge Rehabilitation Works, as specified in D2.1(f);
- (c) Accessibility Ramps, as specified in D2.1(g).

E70.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

## E70.2 Referenced Specifications and Drawings

E70.2.1 The latest edition of the following:

- (a) CW 3550 – Chain Link and Drift Control Fence

## E70.3 Scope of Work

E70.3.1 The Work under this Specification shall include but not limited to:

- (a) Mobilizing and demobilizing on-site Work facilities;
- (b) Supplying, setting up, laying out, and removing site office facilities as detailed in E3 "Office Facilities";
- (c) Supplying and installing secure fencing around the Site;
- (d) Maintaining and removing any access roadways;
- (e) Restoring all existing facilities; and
- (f) Traffic Control (see E7) and Traffic Management (E8) related to structural works.

## E70.4 Materials

E70.4.1 All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E70.4.2 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

## E70.5 Equipment

E70.5.1 All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.

## E70.6 Construction Methods

### E70.6.1 Layout of On-Site Work Facilities

- (a) The Contractor shall mobilize all on-site Work and other temporary facilities.
- (b) Upon completion of construction activities, the Contractor shall remove all on-site Work and other temporary facilities, and restore to pre-existing conditions.

### E70.6.2 Secure Site Fencing

- (a) A minimum 1.8 m high chain-link, or equivalent as approved by the Contract Administrator in accordance with B6 "Substitutes", secure fence around the site laydown and Work site areas (where other protection is not proposed or as deemed appropriate by the Contract Administrator) shall be installed prior to commencement of site activities.
- (b) A minimum 1.25 m high chain-link, or equivalent as approved by the Contract Administrator in accordance with B6 "Substitutes", secure fence for work on or adjacent to private property where easements or permissions have been obtained.

(c) The fencing shall remain secure and in place during all construction facilities.

(d) The fencing shall be removed upon demobilization of on-site Work facilities.

E70.6.3 Traffic Gates

(a) The Contractor shall supply, install, maintain, and remove steel gates to keep non Contract traffic and pedestrians out of the Work site, wherever required.

(b) The gates shall be removed upon completion of construction activities.

E70.6.5 Access Roadway

(a) The Contractor shall maintain any access roadway they install.

(b) The access road shall be maintained on a regular basis to provide continual unrestricted site access, to the satisfaction of the Contract Administrator.

(c) City of Winnipeg streets and alleys adjacent to all access roads and staging areas must be kept clean at all times.

(d) Upon completion of the Work, the area shall be restored to its original condition.

E70.6.6 Restoration of Existing Facilities

(a) Upon completion of the Work and demobilization, the Contractor shall restore existing facilities.

E70.7 Quality Control

E70.7.1 Inspection

(a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.

(b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.

(c) Upon request, the Contractor shall provide the Contract Administrator a breakdown of his costs detailing what is included in his Mobilization and Demobilization price within two (2) Business Days after the request is made.

E70.7.2 Access

(a) The Contractor shall allow the Contract Administrator free access to all parts of the Work at all times. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.

E70.8 Measurement and Payment

E70.8.1 Mobilization and Demobilization

(a) Mobilization and demobilization shall not be measured. This item of work shall be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization", which price shall be paid in full for supply all materials and performing all operations herein described and all other items incidental to the Work. Payment will be based on the following breakdown:

(i) Commencement of Construction 30%

(ii) During Construction 60%

(iii) Upon Total Performance 10%

(b) Note that 'Mobilization and Demobilization' applies to structural work described in E70.1.1(a) only.