



### 313-2024A ADDENDUM 2

## REDEVELOPMENT OF THE OLD EX ARENA AT 80 SINCLAIR STREET

### URGENT

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

ISSUED: May 2, 2024  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2024-02-01

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

### REQUEST FOR QUALIFICATION

Revise: B9.1 to read: The City intends to complete the evaluation of the Qualification Submissions by **May 31, 2024** and proceed with the issuance of a Tender by July 3, 2024.

Revise: B9.3 to read: Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	April 11, 2024 to <b>May 10, 2024</b>
2. Evaluation/Shortlist of Proponents	<b>May 10, 2024 to May 31, 2024</b>
3. Tender Open Period	July 3, 2024 to September 10, 2024
4. Evaluation/Selection of Proponent	July 30, 2024 to September 9, 2024
5. Project Award	September 10, 2024
6. Construction	October 8, 2024 to Feb 27, 2026
7. Occupancy / Open to the Public	March 2026

Revise: B22.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **May 10, 2024**.

Replace: **B26** with the following:

**B26. EVIDENCE OF BONDING CAPACITY, INSURANCE, SAFETY, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS**

B26.1 Further to **B23.1(c)**, the Proponent should provide evidence of bonding capacity of ten million dollars (\$10,000,000) in the form of a letter of prequalification from a recognized bonding company.

- (a) Company bonding capacity information:
  - (i) company single / aggregate construction project bonding capacity and
  - (ii) length of relationship with Proponent.
- B26.2 City will provide, pay for and maintain an owner-controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or Tender Process.
- B26.3 At this time, the City plans to provide and maintain the following Project insurance coverages:
  - (a) broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value of any work until the Substantial Completion Date;
    - (i) The successful Proponent shall be responsible for deductibles
  - (b) wrap-up liability insurance written jointly in the names of the successful Proponent, the City and subcontractors and provide coverage for bodily injury, personal injury, 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 successful Proponent shall be responsible for deductibles
- B26.4 Further to **B23.1(c)**, the Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:
  - (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) inclusive, with the City added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Contractors' pollution liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate insuring against claims covering third party injury and property damage claims and including clean-up costs and transported cargo as a result of a pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City as an additional insured and remain in place during the work and throughout the warranty period.
- B26.5 The Proponent shall provide the City with any information reasonably requested by the City, from time to time, to enable the construction insurance to be provided and maintained by the City and underwritten by competent insurers.
- B26.6 **The Proponent shall provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**
  - (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.)
- (c) Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.

B26.7 Further to **B23.1(c)**, the Proponent should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.

B26.8 Further to **B23.1(c)**, the Proponent should provide evidence of authority to carry on business as specified below.

- (a) be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.

## **QUESTIONS AND ANSWERS**

Q1: Can you please advise whether we need to submit B26.6 (a,b,c) with our submission, or is this by request within five (5) business days?

A1: Proof of a workplace safety and health program must be included in the RFQ submission by each Proponent. For clarity, **B26** has been replaced in this addendum. See above.