



721-2024 ADDENDUM 7

NEWPCC Primary Clarification Upgrade Project

URGENT

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

ISSUED: March 20, 2025
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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.

PART B – BIDDING PROCEDURES

- Revise: B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, **April 04, 2025**.
- Revise: B10.5 to read: Form B, **Item 13**: The Bidder shall enter the cost of the Standardized Goods to be supplied from Schneider Electric Canada Ltd. (Schneider) as part of the Standardized Control System and Motor Control Equipment agreement identified in E6. The cost shall be the base cost received from Schneider, without any mark-up or taxes applied.
- Revise: B10.6 to read: Form B, **Item 14**: The Bidder shall enter the cost of the Standardized Goods to be supplied from Rotork Control Canada Ltd. (Rotork) as part of the Standardized Electric Valve Actuators agreement identified in E7. The cost shall be the base cost received from Rotork, without any mark-up or taxes applied.
- Revise: B10.7 to read: Form B, **Item 15**: The Bidder shall enter the cost of the Standardized Goods to be supplied from Trans-West Supply Company Inc. (Trans-West) as part of the Standardized Instrumentation agreement identified in **E8**. The cost shall be the base cost received from Trans-West, without any mark-up or taxes applied.

PART D – SUPPLEMENTAL CONDITIONS

- Revise: D16.1 to read: The City shall provide and maintain the following owner controlled insurance coverage. The City reserves the right to add, delete, revise and redefine insurance requirements and deductibles at any time, at its sole discretion, or as necessitated by market conditions for extensions and/or renewals:
 - (a) Wrap-up liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, riggers liability if a crane will be used, 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 \$100,000 for any one loss.
 - (ii) The City will carry such insurance to cover the City, Contractors, and Subcontractors as insureds. 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, Rogers and Telus shall be shown as additional insured, if required by contract(s);
 - (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.
- (b) all risks course of construction insurance including equipment breakdown and testing and commissioning in the amount of one hundred percent (100%) of the total Contract Price plus the City pre-purchased equipment, written in the name of the Contractor and the City at all times during the performance of the Work and until the date of Substantial Performance; The Contractor shall be responsible for minimum deductibles of \$100,000 for all losses except for flood, water damage and sewer back up losses and testing and commissioning subject of \$150,000 deductible.

Revise: D16.2 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 ten million dollars (\$10,000,000.00) 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, sudden and accidental pollution 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) all risks property insurance for equipment, tools, and field office used by the Contractor directly or indirectly in the performance of the Work on the project that may be owned, rented, leased or borrowed.
- (d) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) 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 suddenly or gradually from the Contactors operations and completed operations. Such policy to name The City as an additional insured and remain in place throughout the warranty period.

- Revise: D16.3 to read: The Deductibles shall be borne by the Contractor.
- Revise: D16.4 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 D16.1 within five (5) business days after notice of award or request.
- Add: D16.5: All policies shall be taken out with insurers licensed in the Province of Manitoba.
- Add: D16.6: The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Supervisor of Insurance, at least five (5) 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 Documents, as applicable.
- Add: D16.7: The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Business Days prior written notice to the Contract Administrator.
- Revise: D21.3 to read: The City intends to award this Contract by **May 16, 2025**.
- Revise: D21.4 to read: The Contractor shall not commence the Work on the Site before **June 9, 2025**.
- Revise: D22.1 to read: The Contractor shall achieve Substantial Performance by **June 14, 2027**.
- Revise: D23.1 to read: The Contractor shall achieve Total Performance by **August 13, 2027**.

DRAWINGS

- Replace: 721-2024 Drawing 1-01001-BAAA-A001-001 R01 with 721-2024_Addendum_7-Drawing 1-0101-BAAA-A001-001 R02
- Replace: 721-2024 Drawing 1-0101-BGAD-P003-001 R00 with 721-2024_Addendum_7-Drawing 1-0101-BGAD-P003-001 R01
- Replace: 721-2024 Drawing 1-0101-BGAD-P008-001 R00 with 721-2024_Addendum_7-Drawing 1-0101-BGAD-P008-001 R01
- Replace: 721-2024 Drawing 1-01001-EDTL-A005-001 R00 with 721-2024_Addendum_7-Drawing 1-0101-EDTL-A005-001 R01

NMS SPECIFICATIONS

Section 01 40 00 Measurement and Payment

- Add: **1.9 Additions or Amendments to Unit Price:**
- .1 Where a Unit Price arrangement applies to the contract or a part thereof the Contract Administrator and the Contractor may, by an agreement in writing, amend a price per unit set out in Form B: Prices for any class of labour, plant or material included therein if the measurement shows or is expected to show that the total quantity of that class of labour, plant or materials actually performed, used or supplied by the Contractor in performing the work is:

.1 less than 80% of that estimated total quantity, or

.2 In excess of 120% of that estimated total quantity.

- .2 In no event shall the total cost of an item set out in Form B: Prices that has been amended pursuant to 1.9.1.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.

Section 03 30 00 Cast-In-Place Concrete

Replace: Section 03 30 00 with 721-2024_NMS Specification- Section 03 30 00 - R01

Section 26 12 19 Pad-Mounted Medium Voltage (MV) Transformers

Revise: 3.2.4.4 to read: Concrete slab shall be a minimum **Type 1** concrete with clear concrete cover to reinforcing steel. Reinforcing steel shall be a minimum 75 mm for bottom, 50 mm for all other surfaces, 15 m @ 300 E.F./E.W. Typ. Slab shall extend a minimum 1 m around the transformer, and shall maintain a 2% slope on all sides. Slab shall sit on Granular fill of 20 mm down Typical. Provide slab and all appurtenances for the Contract Administrator's review.

QUESTIONS AND ANSWERS

Q1: We kindly request the design drawings for the Transformer pad as shown in drawing 1- 0101- ECTR-A002. If these are not available, please provide the design requirements for the Transformer pad.

A1: For Transformer Pad design please refer to the revision to drawing detail 2 "PAD MOUNT TRANSFORMER DETAIL" notes in 721-2024_Addendum_7-Drawing 1-0101-EDTL-A005-001 R01

Q2: Some of the new pumps and piping shown in the existing plant areas are shown being installed in the same location as piping and pumps being demolished. Can more information be provided as to how the plant will remain operational during demolishing and replacement of existing pumps and piping?

1) Can more information be provided as to how the plant will remain operational during demolition and replacement of existing pumps and piping?

2) We will need to know how long each clarifier can be down for tie-ins?

3) How long can clarifier 4 and 5 be shutdown together?

4) Please advise durations contractor will be given to make piping tie ins?

5) Please advise what existing equipment and piping if any can be removed without disrupting the operation of the plant?

6) Please advise the downtime per scum tank?

7) What is the duration 1A and 1B can be down together?

A2: Primary Clarifiers 4 and 5 are usually taken offline during winter months for several months, and all tie-ins can be done during that time. Clarifiers 1-3 are in operation all year round; however they can be taken offline separately for a few days at a time. Note that the planned work is only expected to impact existing scum system. The Contractor is expected to work together with the City and

Contract Administrator to schedule and sequence all work. It is expected to be possible to stop scum wasting for maximum 5 days at a time in order to complete the necessary tie-ins.

- Q3:** Please clarify, in drawing BAAA-A001-001 R01 wall types EW1, EW2, & PW1 have the AVB on the exterior side of the rigid insulation. Typically, the rigid insulation would be on the exterior side of the AVB, such as is shown on wall type EW4. Were these typos?
- A3:** Please refer to the revised order of materials from details EW1, EW2, & PW1 in 721-2024_Addendum_7-Drawing 1-0101-BAAA-A001-001 R02.
- Q4:** BGAD-P003-001 Roof Level Plan & A/BGAD-P008-001 show wall type EW1 along GL-C at the roof level but the hatching doesn't look the same as all of the other areas where CMU is shown. Should we allow for block in this area?
- A4:** Please refer to the revised wall tags, renderings and section plan in drawings 721-2024_Addendum_7-Drawing 1-0101-BGAD-P003-001 R01 & 721-2024_Addendum_7-Drawing 1-0101-BGAD-P008-001 R01
- Q5:** 721-2024_Form_B-Prices (Item 16 – Extra Work Allowances): Please confirm that all Asbestos Abatement work required for this project will be covered by the Extra Work Allowance. Specifically - does the Extra Work Allowance reimburse Contractor for all asbestos abatement including any abatement requirements outside the existing primary clarifier building?"
- A5:** Per Section 01 40 00 clause 1.4.13.1.1., all asbestos abatement for the existing clarifier building will be paid through the Extra Work Allowance. It is not anticipated there will be any asbestos abatement work outside of the existing primary clarifier building as part of this contract.
- Q6:** In reference to Plastic Fabrications Section 06 60 00 clause 2.1, we are requesting review of equivalent material in the cases of:
- Listed Product: Fibergrate Super Vi-Corr 1.5" x 1.5" mesh Grating, 1.5" thk, Dark Gray or Yellow,
Requested for Equal: PrecisionGrate CF (Chemical proof) 1.5" x 1.5" mesh Grating, 1.5" thk, Dark Gray or Orange
- Listed Product: Fibergrate EZ Angles
Requested for Equal: Strongwell 1.5" Curb Angles
- A6:** These products are an acceptable alternative to the product specified.
- Q7:** Please verify how the pile length = 26.06m was determined as specified in FORM B: PRICE – Item 4.
- A7:** Please note this value of 26.06m is an estimate as we will not know the actual until piling starts, as is customary of driving steel H Piles through till/cobble and boulders into weather limestone bedrock. Please refer to section 6.1.5 and Appendix C, in the Geotechnical Report – Appendix K for the means methods and assumptions used to determine the estimated value of 26.06m.
- Q8:** Does the specified length include projection above existing working grade that is required for driving and for the dynamic / PDA testing? Please verify the nominal length that is required above ground for pile testing.
- A8:** Structurally drawings normally do not specify this. The Contractor's PDA testing agency will let the Contractor know how much they need above grade to hook up the machine.
- Q9:** Please verify how the piles will be paid. Is it based on the fabricated supplied length as delivered to site OR is it the calculated embedded length from working grade.

- A9:** It will be paid based on actual embedded length as determined by the Contractors Piling Report and confirmed by the Contract Administrator.
- Q10:** Will the client entertain a unit price for additional pile length and a unit price for deduction on unused pile length? Additional pile length involves more cost due to additional material ordering, trucking / handling, fabrication / welding, labour, and equipment. Often deduct cost involves material credit only especially for fabricated materials delivered to site.
- A10:** The request has been taken into consideration and additional guidance is provided for a more equitable distribution of risk. Please refer to the addition of NMS Specification Section 01 40 00 clause: 1.9 in Addendum 7.