

June 13, 2019

Via Internet Posting (6 pages)

**ADDENDUM No. 1
REQUEST FOR TENDER No. 147-2019
CONTRACT No. 19ECS-TI-16MR**

**For: Milner Avenue West from Progress Avenue to Neilson Road – Major Road
Reconstruction**

REVISED CLOSING DATE: JUNE 26, 2019 12:00 NOON (LOCAL TIME)

Please refer to the above Tender Call document in your possession and be advised of the following:

I. REVISED CLOSING DATE

The closing date has been extended from June 19, 2019 to June 26, 2019.

II. REVISED BID BOND PAGE

See attached for the revised Bid Bond page 3-1 and complete this page.

III. QUESTIONS & ANSWERS

- Q1.** I am pricing the pre-construction surveys under item 3 for this contract. There is no special provision for this item in the tender.
- A1.** See attached for relevant Special Provision – GN116SP.
- Q2.** Tree protection – How will the city be compensating the contractor for Tree Protection and if it is to be included under items which items do the City concern it applying to so that we don't unbalance our tender?
- A2.** As per Supplementary Specification GN128SS: All costs associated with developing and implementing a Tree Protection Plan is considered incidental to all Work. No separate payment shall be made.
- Q3.** Will the City be providing a contaminated disposal item as a significant portion is contaminated?
- A3.** Contaminated soils are present in the sub-grade. As the depth of excavation is above the subgrade, these soils should be undisturbed.
- Q4.** Why is the City Using Granular A Native and not recycling?

- A4.** Granular A Native has been specified as per the Geotechnical Report recommendations.
- Q5.** Why is the City using Granular B Type 2 and not recycling?
- A5.** Granular B Type II has been specified as per the Geotechnical Report recommendations.
- Q6.** Would the City please consider an extension to the closing date by minimum 1 week?
- A6.** Yes the Tender closing date is extended as stated in Item I. above.

Should you have any questions regarding this addendum contact Brenda Duffley by email at Brenda.Duffley@toronto.ca.

Please attach this addendum to your Request for Tender document and be governed accordingly. Bidders must acknowledge receipt of all Addenda on the space provided on the Tender Call Cover Page as per the Process Terms and Conditions, Section 1, Item 10 - Addenda, of the Tender Call document. All other aspects of the Tender remain the same.

Yours truly,

Sabrina Dipietro
Acting Manager, Construction Services
Purchasing and Materials Management Division

**Section 3 – Tender Submission Package
Bid Bond**

Tender Call No. 147-2019 Contract No. 19ECS-TI-16MR

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS that we

herein called the "Principal"

- and -

herein called the "Surety"

are jointly and severally held and firmly bound unto the City of Toronto, hereinafter called the "City", each, in the penal sum of

10% OF BID

of lawful money of Canada, to be paid to the City or to its successors or assigns for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective executors, administrators, successors and assigns and every of them forever firmly by these presents.

SEALED with our several and respective seals.

DATED this _____ day of _____ 20____

WHEREAS the said Principal is herewith submitting to the City its Tender for

TENDER CALL NO. 147-2019
CONTRACT NO. 19ECS-TI-16MR

and the said Tender provides that it is to continue open to acceptance and to be irrevocable until the formal contract is executed by the successful Bidder.

Pre- and Post-construction Condition Surveys – GN116SP

Special Provision

September 2018

Pre-construction Condition Survey

The Work performed under this tender item shall be the completion of a site pre-construction condition survey of all properties adjacent to the proposed Work at the following locations:

Street Name	From Street	To Street
Milner Avenue	100m east of Progress Avenue	Neilson Road

The pre-construction condition survey shall be completed by an independent consulting engineer with documented experience, as a third party, in interior and exterior condition surveys of structures near construction operations.

The pre-construction condition survey shall be completed at least one week prior to the start of each street location of the Work, and shall be conducted on all businesses and residences immediately located within, adjacent to, or within 30 metres of the Work area and for selected business or residences located outside of the Work area.

A Construction Notice on City of Toronto letterhead shall be prepared by the Contract Administrator advising of the pre-construction condition survey. These notices shall be hand delivered by the Contractor to all affected owners and occupants.

The pre-construction condition survey consists of the following activities:

1. Survey data shall be recorded in a written and by photographic means, as deemed necessary for proper record;
2. The type and date of construction shall be recorded;
3. Differential settlements and visible cracks in walls, floors and ceilings shall be identified and described room by room. All other structural or cosmetic damages shall be identified and recorded;
4. All driveways, walks and stairs shall be inspected and any existing damage shall be recorded; and
5. Completion of a report indicating properties inspected, refusals of entry and an evaluation of potential hazards.

The independent consulting engineer is required to make up to three attempts to contact each property to set up an arranged meeting to complete the survey with the resident or property owner. At least one of these attempts is to be made outside of working hours for example, on a Saturday, or weekday evening.

Following delivery of survey notices and preliminary attempts to contact property owners, the Contractor shall provide the Contract Administrator with an intermediate report detailing attempts to contact property owners and responses.

Upon the completion of the survey, the Contractor shall provide the Contract Administrator with a log of all dates the properties were visited, which properties were surveyed, and which properties refused survey.

Upon the completion of the surveys and reports, the Contractor shall provide one hard copy and one digital copy in PDF format copies of the condition survey report to the Contract Administrator.

When requested from a resident, the City not the independent consulting engineer is to provide a copy of the condition survey and photos of the surveyed property to the property owner.

Post-construction Condition Survey

The same independent consulting engineer shall complete the pre-construction condition and the post-construction condition surveys.

The post-construction condition survey shall be completed on all residences and businesses that have reported issues as a result of the Work. The post-construction condition survey shall inspect any damage that may have occurred as a result of the Work.

In the event of any claims for damages because of the construction, the independent consulting engineer shall supply post-construction condition surveys and accompanying reports for up to and including 10 properties at no extra cost to the City. Additional payments shall be negotiated if more than 10 post-construction surveys are required.

The Contractor shall be responsible for dealing with and settling any claims that may result. The Contract Administrator shall be kept informed of all claims received and the status of the claims. The Contractor shall be responsible for all damage due to Construction. The Contractor shall indemnify the Owner against any claims by abutting property owners for damages sustained due to any construction activities.

Measurement for Payment

Measurement shall be by lump sum and shall be pro-rated based on the following:

- 70 per cent at the completion of the pre-construction report and
- 30 per cent prorated against the pre-construction report, per post-construction report at the completion of the post-construction project, if required.

Basis of Payment

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.