

**TRANSMITTAL SHEET**

TO: All Bidders

DATE: February 24, 2022

TOTAL NUMBER OF PAGES (INCLUDING COVER PAGE): 7

FROM: Susan Steven, P.Eng. TEL. #: (506) 632-6899  
*Utilities & Infrastructure Services*

IF YOU DID NOT RECEIVE ALL PAGES, OR FURTHER INFORMATION IS REQUIRED,  
PLEASE CONTACT THE SENDER

**MESSAGE:**

**TENDER NO: 2021-09**

**Caledonia Pathway – Sewer Twinning**

Please find attached a copy of **Addendum #1** for the above tender.

As of March 2021, please be advised that an ***Acknowledgement Form*** (historically sent as part of the City's addendum packages) confirming receipt of an Addendum is **no longer** included in the addendum package.

However, in accordance with Section 2.5.03 of the City's General Specifications, it remains a requirement that **each Addendum** will contain a signature page(s) which each Tenderer is **required to sign and include with its Tender submission.**



**UTILITIES & INFRASTRUCTURE SERVICES**  
Engineering Services  
175 Rothesay Avenue  
Saint John, NB, E2J 2B4

## **ADDENDUM**

**PROJECT TITLE:**

Caledonia Pathway – Sewer Twinning

**ADDENDUM NO:** 1

**DATE:** February 24, 2022

**PAGE:** 1 OF 6

**TENDER NO:** 2021-09

MAKE THE FOLLOWING MODIFICATIONS TO THE ABOVE PROJECT. INCLUDE IN THE AMOUNT OF THE TENDER ANY ADDITIONS TO OR DEDUCTIONS FROM THE COST OF THE WORK BY REASON OF THESE INSTRUCTIONS. THE DATE FOR RECEIVING TENDERS REMAINS AT: **2:30PM, TUESDAY, MARCH 1, 2022.**

### **TO THE SPECIFICATIONS**

#### **Division 2 – Submission of Tender**

As a result of the COVID-19 pandemic, the City of Saint John has implemented adjustments to the tender submission procedure as follows:

#### **Section 2.6.01 Location of Tender Box for the Submission of Tender**

175 Rothesay Avenue, Saint John, New Brunswick

The tender box will be available at the main building entrance for submission of tenders by the Tenderer between the hours of 9:30 am and 2:30 pm only on the above tender closing date. Tenderers shall maintain physical distancing from others when depositing their tender in the tender box.

There will not be a public tender opening. Registered Bidders will receive an email invitation to view the Tender Opening using Microsoft Teams software. Email invitations will be sent to the address provided on the Official Bidders List. The Tender Opening Committee will conduct the evaluation of the tenders and Compliant tenders will be included in the summary of bids on the City's Tenders & Proposals website within 1 business day following the tender closing.

#### **Division 3 – Particular Specifications**

#### **Section 3.1 ADDITIONAL SPECIFICATIONS FOR THIS PROJECT**

### **Section 3.1.06 WAWA Permits**

Add the following information to the end of Section 3.1.06:

b) The Contractor must follow the Conditions of Approval listed in the attached Permit For Watercourse and Wetland Alteration ALT 61253'22 Original.

### **Section 3.1.24 COVID-19 Pandemic: Considerations for Construction**

Replace Section 3.1.24 COVID-19 Pandemic: Considerations for Construction, with the following:

#### **3.1.24 COVID-19 Pandemic: Considerations for Construction**

In addition to the requirements of Section 7.11 (Notifications of Official Agencies), the Contractor shall be responsible for carrying out the Works in strict accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, by-laws, codes, etc., including any orders, policies, directives, standards and guidelines **issued at any time during the Contract** by any governmental authority, governing all or any part of the work under this Contract. The Contractor shall be responsible for fully complying with the requirements of all agencies governing COVID-19. All costs associated with meeting the requirements as it relates to COVID-19 are the responsibility of the Contractor and should be included in their bid.

The Contractor must be familiar with and follow the City of Saint John COVID-19 Vaccine or Test Policy (Appendix 3C) and within 1 (one) week after notice of award, the Contractor is required to submit to the City a completed City of Saint John Contractor: Vaccine or Test Acknowledgement Form (Appendix 3B). The City's Vaccine or Test Policy may be updated at points throughout the project. The Contractor will be provided with the updated policy if it is altered during the project.

#### **Add Section 3.1.25 Payment Certifier(s)**

The payment certifier shall be the engineer listed as the Authorized Enquiries Contact in the table in Section 2.5.01. The alternate payment certifier shall be the engineer listed as the Designated Alternate Contact in Section 2.5.01.

#### **Add Section 3.1.26 Asphalt Concrete Basis of Payment**

Replace the second paragraph of Section 27.6.02 in the General Specifications with the following:

Asphalt binder (termed performance graded asphalt cement) will be adjusted based on the New Brunswick Department of Transportation and Infrastructure (NB DTI) Asphalt Binder Price Index. The price index is published monthly and is available on the NB DTI website as follows:

[https://www2.gnb.ca/content/gnb/en/departments/dti/tenders\\_contracts/content/asphalt-binder-price-index.html](https://www2.gnb.ca/content/gnb/en/departments/dti/tenders_contracts/content/asphalt-binder-price-index.html).

**Add Section 3.1.27 Federal Canada Community-Building Fund (CCBF)**

This project is fully funded by the Federal Canada Community-Building Fund. In addition to the requirements of Division 6 of the City of Saint John General Specifications, the following also applies:

**Indemnification**

The Contractor agrees to indemnify and save harmless Canada, New Brunswick, the Local Government, their officers, servants, employees, or agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or persecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) the Agreement between New Brunswick and the Local Government required pursuant to the Administrative Agreement on the Federal Canada Community-Building Fund entered into between Canada and New Brunswick;
- b) the performance of a contract or the breach of any term or condition of it by the Contractor, its officers, servants, employees, or agents; or
- c) any omission or other wilful or negligent act of the Contractor, a Third Party, their respective employees, officers, servants or agents.

**No Agency**

The Contractor agrees that nothing in the Agreement between New Brunswick and the Local Government required pursuant to the Administrative Agreement on the Federal Canada Community-Building Fund entered into between Canada and New Brunswick is to be construed as authorizing the Contractor or any Third Party to contract for or to incur any obligation on behalf of the Local Government, New Brunswick or Canada or to act as agent for them.

**Note:** Signed copy of the addendum **must** be enclosed in the tender documents, according to the Instructions to Tenderers and Tendering Procedures in Division 2 of the Contract Specifications.

BY:



CHIEF CITY ENGINEER

CONTRACTOR'S SIGNATURE

**TO BE SIGNED AND ATTACHED TO TENDER DOCUMENTS**



**PERMIT FOR WATERCOURSE AND WETLAND ALTERATION  
ALT 61253'22 Original**

(Regulations 90-80 under the Clean Water Act Chapter C-6.1, Act of New Brunswick 1989)

**PERMITTEE** City of Saint John

| LOCATIONS | Latitude   | Longitude | Datum  |                     | Latitude                    | Longitude | Datum |
|-----------|--|-----------|--------|---------------------|-----------------------------|-----------|-------|
|           |  |           |        | To                  |                             |           |       |
|           | 45.2929  | -66.106   | WGS 84 |                     |                             |           |       |
|           | <b>Affected Watercourse/Tributary:</b> Unnamed / Kennebecasis River; |           |        |                     |                             |           |       |
|           | <b>Affected Regions:</b> ENV - 4                                     |           |        | DFO - GULF          | DNR - 3                     |           |       |
|           | 1:50.000 Maps - 21 G/08  |           |        | Countv - Saint John | Parish - City of Saint John |           |       |

**PERMIT VALID FOR THIS PERIOD** FROM 2022/04/01 TO 2022/12/31  
(yyyy/mm/dd) (yyyy/mm/dd)

**Description of Watercourse/Wetland Alteration(s):**

This project consists of the installation of a sanitary pipe within the footprint of the existing infrastructure.

The project is located within 30 metres of a wetland.

This work is to occur on PID:0000003

The Permittee may undertake only those Watercourse/Wetland Alteration(s) described above hereby approved by the Minister. Refer to Conditions of Approval stated on the attached Document "A". Responsibility for any action arising from any watercourse/wetland alteration must be borne by the Permittee and no liability shall be incurred by the Minister or the Department. This permit does not exempt or exclude the Permittee from the provisions of any Act of the Legislature of New Brunswick or of Canada to serve as legal defense to any action commenced by landowners who are adversely affected by the alteration.

Number of conditions attached to this permit: 26

Date of Issuance: 2022/02/15  
(yyyy/mm/dd)

for the Minister of Environment and Climate Change

City of Saint John

**DOCUMENT "A" Attached to ALT 61253'22 Original  
CONDITIONS OF APPROVAL**

(Regulations 90-80 under the Clean Water Act Chapter C-6.1, Act of New Brunswick 1989)

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- ( 1 ) The permittee is responsible for obtaining permission from all landowners listed on the property where the alteration is to take place before commencement of the work.
- ( 2 ) The permittee is responsible for contacting the local planning commission or City/Town prior to commencing the project to ensure that all local/municipal by-laws are adhered to. The permittee is responsible for obtaining all additional permissions and permits prior to work commencement.
- ( 3 ) Other than the alteration(s) described on this permit, no additional alteration shall be carried out in or within 30 metres of a wetland or the shoulder of the bank of a watercourse.
- ( 4 ) A copy of this permit, including the "Conditions of Approval", shall be kept at the alteration site throughout the duration of the project, and such copy shall be produced upon the request of an inspector designated to act on behalf of the Minister of Environment and Local Government, or an employee of Fisheries and Oceans Canada.
- ( 5 ) The permittee shall ensure that all persons involved in the project are aware of and comply with the scope, conditions, and environmental constraints of this permit.
- ( 6 ) The Department of Environment and Local Government – Saint John Office (658-2558) shall be notified at least 2 working days prior to project commencement.
- ( 7 ) If it is suspected that archaeological objects are discovered during construction, operation, maintenance, or during any other project related activity, as per the New Brunswick Heritage Conservation Act, all activity shall cease near the find and the Archaeology and Heritage Branch of the New Brunswick Department of Tourism, Heritage and Culture shall be contacted immediately at (506) 453-2738 for further direction.
- ( 8 ) When machinery is being used, an appropriate emergency spill kit shall be kept on-site and be readily deployable. Any spill, regardless of quantity, must be reported by contacting the Department of Environment and Local Government during business hours or the National Environmental Emergencies Center (1-800-565-1633) after hours.
- ( 9 ) Equipment/machinery used shall be in good working order, must not be leaking any fuel, lubricants, or hydraulic fluid and shall be cleaned/degreased to prevent any deleterious substance from contaminating the wetland and to help minimize the spread of invasive plant species.
- ( 10 ) Machinery shall only be operated from or stationed on existing infrastructure or an existing roadway. Machinery shall not track in a wetland or the wetted portion of a watercourse.
- ( 11 ) No fuel or other petroleum products shall be stored, or equipment refuelled/maintained within 30 metres of a wetland or the shoulder of the bank of a watercourse, and no equipment shall be parked in this regulated buffer.
- ( 12 ) All materials and machinery used shall be operated and stored/parked in a manner that prevents any deleterious substance (e.g. petroleum products, silt, etc.) from entering a watercourse/wetland.
- ( 13 ) No fill, spoil, or excavated material shall be stored/placed in a wetland or within 30 metres of a wetland/the shoulder of the bank of a watercourse at any time in order to fulfill the project.
- ( 14 ) Fill material added within 30 metres of a wetland or the shoulder of the bank of a watercourse shall be free of contaminants.
- ( 15 ) Preventative measures shall be taken to prevent demolition debris, spoil, and excavated material generated by the project from entering a watercourse/wetland. Excavated materials shall be disposed of where they cannot be washed into a watercourse/wetland by floodwaters or surface runoff and any debris generated from the project shall be entirely collected and disposed of outside a regulated area, in a manner acceptable to the Department of Environment and Local Government.
- ( 16 ) The permittee/agent carrying out the work shall take whatever steps are necessary to prevent noticeable suspended sediment from reaching a watercourse/open-water portion of a wetland as a result of the alterations covered by this permit.

**DOCUMENT "A" Attached to ALT 61253'22 Original  
CONDITIONS OF APPROVAL**

(Regulations 90-80 under the Clean Water Act Chapter C-6.1, Act of New Brunswick 1989)

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- ( 17 ) Siltation prevention devices competent in quantity, design, diversity, and function to adequately prevent the alterations covered by this permit from having a negative impact on the quality of the stream flow under all runoff conditions, shall be installed prior to exposing erodible soil, and added wherever necessary to prevent sedimentation. These devices shall be maintained such that they perform their intended function until vegetation becomes re-established.
- ( 18 ) If a siltation prevention device is compromised and/or is not functioning properly, no further work shall take place until the issue is corrected.
- ( 19 ) Work shall be scheduled to avoid wet, windy, and rainy periods (and weather advisories must be heeded) that may result in high flow volumes and/or increase erosion and sedimentation.
- ( 20 ) There shall be no permanent impacts to a wetland in order to fulfill this project.
- ( 21 ) There shall be no increase in footprint of the infrastructure in or within 30 metres of a wetland or the shoulder of the bank of a watercourse.
- ( 22 ) No ditches shall be excavated in or within 30 metres of a wetland.
- ( 23 ) If a trench is required to bury a conduit or another type of monitoring equipment in and adjacent to a watercourse/wetland, it shall be backfilled with the material that was excavated, and the channel restored such that it closely resembles its pre-construction profile and cross-section. Any excess backfill material shall be disposed of such that it cannot enter or be washed into a watercourse/wetland by floodwaters or surface runoff. Any disturbed portion of the bank shall be restored and stabilized against erosion immediately following installation of the device.
- ( 24 ) Any vegetation destroyed as a result of project activities shall be replaced with non-invasive perennial vegetation native to the area. The species and density of woody vegetation planted shall be similar to that which existed in the area before the project took place.
- ( 25 ) Throughout the project, all exposed erodible soil shall be temporarily stabilized with mulch, erosion control blankets or other products designed to prevent erosion and the runoff of suspended sediment into a watercourse/wetland, prior to each forecasted rain event.
- ( 26 ) Upon final grades being achieved, all exposed soil within 30 metres of a wetland or the shoulder of the bank of a watercourse, created by machinery or resulting from the project activities, shall be permanently stabilized with perennial vegetation native to the area and blanketed with mulch. If final grading occurs outside the growing season when perennial vegetation cannot become re-established, temporary stabilization shall be upgraded to perform its function throughout winter and snowmelt/spring break-up conditions. Wherever temporary over-winter stabilization is used, it shall be replaced with non-invasive perennial vegetation native to the area early in the next growing season.