



## ADDENDUM

PROJECT TITLE: LIGHTING RENEWAL – FOREST HILLS BALL PARK (651 Westmorland Road)	ADD. NO: 1
RFP NO: 2022-082301P	DATE: June 8 <sup>th</sup> , 2022
PAGE 1 of 4 (Including Confirmation Sheet)	

Make the following modifications to the above project. Include in the amount of the Proposal, any additions to or deductions from the cost of the work by reason of these instructions.

**Sign and attach this Addendum to the Proposal documents and submit with your Proposal. Failure to do so may result in the rejection of your Proposal.**

**Please find below a list of questions and answers.**

Q1. If light poles and light arrive before the project is able to start will the city supply a safe secure storage area?

**A1. Yes. We can store the parts in the adjacent building or other buildings as long they can fit.**

Q2. The current SJ energy meter socket does not meet current code. Drawings show to re-use. There was talk at the job site meeting of relocating the meter in electrical room. Can the city confirm how they want to deal with this issue? Will the Saint John energy meter be moved inside the electrical room?

**A2. Please see attached for further clarification.**

Q3. Will a service entrance rated disconnect need to be installed before the new meter?

**A3. Please see attached for further clarification.**

Q4. Is it anticipated that the existing conductors and ground wires feeding the service entrance board will need to be spliced/extended?

**A4. Please see attached for further clarification.**

Q5. Will the costs of Saint John Energy's involvement be the responsibility of the Contractor? Has the City started a work order with SJE for the project?

**A5. Please see attached for further clarification.**

Q6. Will progress billing be accepted?

**A6. Yes, we will accept progress billing.**

**SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL**

*Monic MacVicar*

BY: \_\_\_\_\_  
Monic MacVicar, CCLP, CPPB  
Procurement Specialist, Supply Chain Management

\_\_\_\_\_  
Contractor's Signature



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- Q7. Is a bid bond required?  
**A7. No. Bonding will not be necessary however, The City will issue a Formal Agreement as per the attached to the successful proponent for the scope of services detailed in this request for proposal.**
- Q8. What is to be done with the trees surrounding the poles that need to be removed?  
**A8. Please see attached for further clarification.**
- Q9. Does the city have any drawings / info on the current pole bases (depth)?  
**A9. No. Unfortunately, we do not.**
- Q10. Is there a completion date? It is not specified in the RFP document.  
**A10. No. Work should be completed ASAP given the constrain on materials and ball season.**
- Q11. At the maintenance building, when changing the service entrance, can this building be “out of power“ for 2-3 days to allow for new work ? (Post baseball season) The work will be done post baseball season.  
**A11. Please see attached for further clarification.**
- Q12. What is the first date that the ball fields can go without lighting?  
**A12. The Fields require lighting for the duration of the season. The Ball season typically starts May 12ish, weather permitting, for practices during the day and open fully for the long weekend May 19 for the 2023 season. Anticipated end date of the season would be late October to early November.**
- Q13. Will it be the contractor’s responsibility to remove and replace sections of the existing fencing as required to pour new light pole foundations?  
**A13. Please see attached for further clarification.**
- Q14. Can you confirm that the Contractor will be permitted to drive equipment across the field as necessary to remove/install the light poles?  
**A14. Yes, as long as the field is dry enough to support the equipment and care is taken to protect the turf from outriggers, etc. If a tracked machine (excavator)is used, it would have to stay on the warning track (12’strip of ¼ minus around the perimeter of the field). Spoils from the**

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*excavations should have something under them to protect the turf also. (plywood)*

Q15. Is there a strict specification that must be followed when replacing grass on the playing fields?

**A15. Yes, depending on the field, some of our fields are constructed with a sand base for drainage, reinstatements should be done in the same manor that the field was constructed, also the type of grass has to be the same as the particular field in question. Parks staff can advise of the type at the time. This can be discussed for reinstatement outside of the playing surface.**

Q16. There is a ditch behind the existing outfield light poles around the softball field – can this be filled in? The slopes would likely cause an issue with the new light pole foundations.

**A16. May be able to be filled partially. The “ditch” must stay lower than the playing surface and maintain drainage integrity. I believe this “ditch” facilitates drainage from not only the field, but also areas above the Field. Reinstatement must be grass.**

Q17. There is a marshy area behind the existing outfield light poles around the baseball field – is a WAWA permit required? Portions of the area will need to be excavated/backfilled to install new light pole foundations.

**A17. I don't think a wawa permit would be required, however that would be a Department of Environment question as they are the authority that would make that decision.**

Q18. The connection point for the wiring on some manufacturer's light poles is 10 feet in the air – can you confirm that splicing the wiring in the pole base to extend up to this point will be acceptable?

**A18. Please see attached for further clarification.**

### SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL

*Monic MacVicar*

BY: \_\_\_\_\_  
 Monic MacVicar, CCLP, CPPB  
 Procurement Specialist, Supply Chain Management

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 Contractor's Signature



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## CONFIRMATION - RECEIPT OF ADDENDUM

**Upon receipt of this document, fax this page to  
(506) 658-4742 to confirm receipt of this addendum.**

CONSULTANT'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

RECEIVER NAME (PRINT) \_\_\_\_\_

RECEIVER SIGNATURE: \_\_\_\_\_



# Addendum

120 Millennium Drive, Suite 201  
 Saint John, New Brunswick E2E 0C6  
 Phone (506) 847-8285 Fax (506) 848-2131  
 www.mcw.com

Date: June 9, 2022

Project Name: Forest Hills Ball Park Lighting Renewal  
 Client: City of Saint John  
 To: City of Saint John  
 Attention: Samir Yammine  
 Email Address: samir.yammine@saintjohn.ca  
 Distribution: Timothy Dulenty  
 Ryan Rix  
 Robert Cormier

Project #: 12-22-003  
 ADD #: E1  
 Page #: 1 of 2  
 From: Sigourney Stott

TDulenty@mcw.com  
 RRix@mcw.com  
 RCormier@mcw.com

In accordance with the drawings and specifications, provide in the tender all costs required to complete the work including items as listed below.

<b>Title:</b>	MCW Electrical Addendum #E1
<b>Reason for Change:</b>	Response to bidder questions.

## Electrical:

References	Revisions
Drawing E-1 & E-2	<p>Contractor shall coordinate with Saint John Energy to replace the existing meter with a new meter. New meter to be located in the electrical room beside the new main distribution board. Coordinate required CTs and wiring with Saint John Energy. Contractor shall carry the cost of utility work and coordination.</p> <p>This note responds to bidder question:  <b>Q2:</b> The current SJ energy meter socket does not meet current code. Drawings show to re-use. There was talk at the job site meeting of relocating the meter in electrical room. Can the city confirm how they want to deal with this issue? Will the Saint John energy meter be moved inside the electrical room?  <b>Q5:</b> Will the costs of Saint John Energy's involvement be the responsibility of the Contractor? Has the City started a work order with SJE for the project?</p>
Drawing E-1 & E-2	<p>No service entrance rated disconnect is required as the new main board contains a main breaker prior to the utility metering.</p> <p>This note responds to bidder question:  <b>Q3:</b> Will a service entrance rated disconnect need to be installed before the new meter?</p>



<p>Drawing E-1 &amp; E-2</p>	<p>No splicing within the main board. Ensure existing feeds will connect to breaker lugs and ground connection in the distribution board.</p> <p>This note responds to bidder question:  <b>Q4:</b> Is it anticipated that the existing conductors and ground wires feeding the service entrance board will need to be spliced/extended?</p>
<p>Drawing E-1 &amp; E-2</p>	<p>Contractor to remove existing landscape as required to complete work. Where trees are required to be removed to perform work, new sod shall be added.</p> <p>This note responds to bidder question:  <b>Q8:</b> What is to be done with the trees surrounding the poles that need to be removed?</p>
<p>Drawing E-1 &amp; E-2</p>	<p>Contractor to coordinate electrical entrance shutdown with City. Provide minimum 1 week notice and ensure shutdown does not conflict with City events.</p> <p>This note responds to bidder question:  <b>Q11:</b> At the maintenance building, when changing the service entrance, can this building be “out of power” for 2-3 days to allow for new work? (Post baseball season) The work will be done post baseball season.</p>
<p>Drawing E-1 &amp; E-2</p>	<p>Any modifications to existing fencing or modifications to existing premises as a result of this work is the responsibility of the contractor. Contractor shall re-instate existing conditions after completing work.</p> <p>This note responds to bidder question:  <b>Q13:</b> Will it be the contractor’s responsibility to remove and replace sections of the existing fencing as required to pour new light pole foundations?</p>
<p>Drawing E-1 &amp; E-2</p>	<p>Splicing is acceptable at the lighting poles as required.</p> <p>This note responds to bidder question:  <b>Q18:</b> The connection point for the wiring on some manufacturer’s light poles is 10 feet in the air – can you confirm that splicing the wiring in the pole base to extend up to this point will be acceptable?</p>
<p>Drawing E-1 &amp; E-2</p>	<p>General clarification: Bonding as it related to electrical work is required for all new wiring in accordance with CEC section 10.</p>

**End of Addendum #E1**

## AGREEMENT

This Agreement made in duplicate copies this XX day of XX, 2022.

BETWEEN:

**THE CITY OF SAINT JOHN**, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “City”

OF THE FIRST PART

and

**XXX**, a company, having offices located at XXX, in the City of XX and the Province of XX, hereinafter referred to as the “Supplier”

OF THE SECOND PART

WHEREAS the City issued Request for Proposal **2022-XXXXXXP** for **XXX** (the “Request for Proposal”); and

AND WHEREAS the Supplier submitted a technical proposal and a financial proposal, both dated **XX, 2022** in response to the Request for Proposal (collectively, the “Proposal”); and

AND WHEREAS the Request for Proposal and the Proposal are attached hereto as Schedules “A” and “B” respectively and form part hereof;

AND WHEREAS the Financial Proposal forms part of the Proposal, is attached hereto as Schedule “C”; and

AND WHEREAS the Common Council at its meeting held on XX, 2022 resolved that:

*“That as recommended by the City Manager ...”*

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in the Request for Proposal and the Proposal, the parties for themselves, their successors and permitted assigns respectively, mutually agree as follows:

1. The Supplier shall supply the goods and/or services and carry out the terms and conditions set out in the Request for Proposal and the Proposal.
2. The City shall pay the Supplier, in return for the goods and/or services, fees as outlined in the financial proposal part of the Proposal, plus HST.

### **Term**

3. The term of this Agreement is XX.

### **Termination**

4. The City may immediately terminate this Agreement upon giving notice to the Supplier where:
  - a. The Supplier makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Supplier under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation;
  - b. The Supplier breaches any of the terms or conditions of the within Agreement;
  - c. In the City's reasonable opinion, the Supplier, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the City;
  - d. The Supplier undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Supplier's ability to satisfy some or all of its obligation under the within Agreement;
  - e. The Supplier subcontracts for the provision of part or all of the services without first obtaining the written approval of the City.

The above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.



## **Performance**

5. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Non-Performance**

6. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

## **Indemnification**

7. The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, for third party bodily injury (including death), personal injury and damage to real or tangible personal property, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, this Agreement. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

## **Remedies**

8. Upon default by either party under any terms of this Agreement, and at any time after the default, either party shall have all rights and remedies provided by law and by this Agreement.
9. No delay or omission by either party in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, either party may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of each party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

## **Mediation**

10. All disputes arising out or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Despite this Agreement to mediate, a party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time. The place of mediation shall be the City of Saint John and Province of New Brunswick.

## **Force Majeure**

11. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.

## **No Assignment**

12. This Agreement is not assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

## **Time**

13. This Agreement shall not be enforced, or bind any of the parties, until executed by all the parties named in it.

## **Notices**

14. Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid, mailed in a Canadian post office and prepaid courier, addressed, in the case of notice to the City of Saint John, to the Common Clerk, 15 Market Square, P. O. Box 1971, Saint John, New Brunswick, E2L 4L1 and in the case of notice to the Supplier to [Address], or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be 5 days after the mailing.

## **Amendments**

15. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party.

### **Acknowledgment of Terms and of Entirety**

16. It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt within it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

### **Further Documents**

17. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **Validity and Interpretation**

18. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

19. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

### **Governing Law**

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

### **Successors, Assigns**

21. This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the parties.

### **Independent Legal Advice**

22. The parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

### **Acknowledgment of Receipt of Copy**

23. Each party acknowledges receipt of a true copy of this Agreement.

**Defined Terms**

24. When used in this Agreement, the following word or expression has the following meaning:

**“Indemnified Parties”** means the City, its officers, directors, employees, agents or independent contractors.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on the day aforementioned.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>THE CITY OF SAINT JOHN</b>
In the presence of:	)	per
	)	
	)	
	)	_____
	)	Mayor
	)	
	)	_____
	)	Assistant Common Clerk
	)	
	)	Common Council Resolution:
	)	_____
	)	
	)	<b>XXXXX</b>
	)	Per:
	)	_____
	)	[Title]