



66-2023 ADDENDUM 1

2023 LOCAL STREET RENEWALS: HOLDSWORTH AVENUE AND VARIOUS OTHER LOCATIONS

URGENT

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

ISSUED: May 2, 2023
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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 2021-03-05

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.

FORM B: PRICES

Replace: 66-2023 Form B: Prices with 66-2023 Addendum 1 - Form B: Prices. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

Form B(R1):

Add Item No. A.22.

Update quantity for Item No. B.19.

Page and Item numbering on some forms may be changed as a result.

PART B – BIDDING PROCEDURES

Add: B18.4.3 Further to B18.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D3.3.

Page numbering on some forms may be changed as a result.

PART D – SUPPLEMENTAL CONDITIONS

Add: D3.3 The funds available for this Contract are \$4,900,000.

Add: D15.5 Further to D15.2(a) the Contractor shall state intention of using D36 Flexible Schedule and 2024 Carry Over and ensure the schedule is organized to ensure all project locations commenced in 2023 are completed in 2023. This may result in the consecutive Working Day count being halted prior to the end of the 2023 construction season.

- (a) Halting of the consecutive Working Day count for the 2023 season shall not be scheduled until the Critical Stages in D35 are achieved.

Add: D20.2 (g) City of Winnipeg or their sub-contractors

- (i) Sewer Relining on Stewart Street from Fairlane Avenue south.

Revise: D21.1.1 to read: Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.

- (a) The Contractor may commence underground/sewer work on additional streets, provided that the Work being undertaken on the additional streets consists only of catch basin installations, sewer/manhole repairs, and other underground related Works.
 - (i) This Work must be completed in 5 consecutive Working Days at each street location with traffic and right-of-way disruption.
 - (ii) Where the Work will impact drainage of the roadway, the catch basin frame and cover shall be set low enough to maintain drainage and then adjusted to the final elevation once the road Work is performed.
 - (iii) The Contractor shall install temporary asphalt pavement upon completion of the underground work as accepted by the Contract Administrator.
 - (iv) All costs associated with the temporary pavement, resetting of catch basin frame and covers, temporary traffic signage, and any other requirements shall be considered incidental to the Underground Work.

Add: D21.2

D21.2 The Contractor shall incur not more than seven (7) consecutive Working Days without Activity on a Work Site with lane closures or barricades in place.

D21.2.1 Further to D21.2 Activity on a Work Site shall be defined as at least one crew or one machine working seven hours or more in one day, or as deemed acceptable by the Contract Administrator.

Revise: D22.1 to read: The Contractor shall achieve Substantial Performance within Ninety (90) consecutive Working Days of the commencement of the Work as specified in D17.

Revise: D23.1 to read: The Contractor shall achieve Total Performance within Ninety-Five (95) consecutive Working Days of the commencement of the Work as specified in D17.

Revise: D24 to read:

D24.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stage D35.1(a) – One Thousand Dollars (\$1,000.00).
- (b) Critical Stage D35.1(b) – One Thousand Dollars (\$1,000.00).
- (c) Substantial Performance – Three Thousand Five Hundred Dollars (\$3,500.00).
- (d) Total Performance – Two Thousand Dollars (\$2,000.00).

- (e) Consecutive Non-Activity with Lane Closure(s) Active D21.2 – Two Thousand Dollars (\$2000.00).
- D24.2 The amount specified for liquidated damages in D24.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Critical Stages, Substantial Performance, or Total Performance by the day fixed herein for same.
- D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

Revise: D26.2 to read: Determination of Critical Stages, Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

Add: D35

D35. CRITICAL STAGES

- D35.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
 - (a) Holdsworth Avenue – Minor Rehabilitation
 - (i) Substantial Performance shall be achieved on or before to Oct 31, 2023.
 - (ii) The Contractor shall restore the Site to a safe condition where landscape restoration Work can not be completed after September 15, 2023.
 - (b) Exmouth Avenue – Minor Rehabilitation
 - (i) Substantial Performance shall be achieved on or before to Oct 31, 2023.
 - (ii) The Contractor shall restore the Site to a safe condition where landscape restoration Work can not be completed after September 15, 2023.
- D35.2 When the Contractor considers the Work associated with D35.1(a) and D35.1(b) to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D35.3 The date on which the Work indicated in D35.1(a) and D35.1(b) has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the Work in D35.1(a) and D35.1(b) has been achieved.

Add: D36

D36. FLEXIBLE SCHEDULE AND 2024 CARRY OVER

- D36.1 Should the Contractor be unable to reach Substantial Performance in 2023, the Contractor will be permitted to suspend on-site construction activity provided the following conditions are met:
 - (a) Minor Rehabilitation Works as identified on Holdsworth Avenue in D35.1(a) is Substantially Complete;

- (b) Minor Rehabilitation Works as identified on Exmouth Avenue in D35.1(b) is Substantially Complete;
 - (c) The Site is free of barricades and stored materials;
 - (d) The Site is restored to a safe condition, as determined by the Contract Administrator, along all areas requiring landscaping to eliminate tripping/falling hazards; and
 - (e) All roadway lanes, bike lanes, and sidewalks are unobstructed, and parking has been restored.
- D36.2 Provided the conditions of D36.1 are met, the Contractor may, upon mutual agreement, suspend working days and carry over any unused days into 2024 to complete the remaining Work. The day in which Working Days are to be suspended as well as the remaining Working Days shall be noted in writing by the Contract Administrator to the City and Contractor for the record.
- D36.2.1 Further to D36.2, a maximum of forty (40) Working Days may be carried over to 2024.
- D36.2.2 Further to D36.2 and D36.2.1, a maximum of three (3) Project Locations may be carried over to 2024.
- D36.2.3 When the Contractor considers the Work associated with D36.1 to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest opportunity and the Contract Administrator notified so that the Work can be re-inspected.