

1141-2014 ADDENDUM 5

BRIDGE OVER THE FALCON RIVER DIVERSION & ASSOCIATED ROADWORKS

URGENT

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

ISSUED: February 5, 2015
BY: Coleen Groening
TELEPHONE NO. (204) 986-2491

THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20130301

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Replace: 1141-2014 Bid Submission with 1141-2014 Addendum 5 – Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B (R1): Revised Pay Items, revised quantities, added pay item A.9 and B21.

Form G2 (R1): Revised date for when the Standby Letter of Credit will expire.

Revise: B14.1 to read: A condition of this Contract is that a minimum of \$170,000.00 of the Work shall be delivered by the Shoal Lake No. 40 First Nation, which shall include a minimum of \$15,000.00 for bridge assembly, and shall be detailed in Form C.

Add: B14.1.1 The community of Shoal Lake No. 40 has a number of resources that are applicable to the Work. Shoal Lake No. 40 First Nation is located within a few kilometres of the Site, and community members have year-round access to the Site by all-weather road. Bidders are to contact the community representatives listed in B14.2.4 for more information.

Revise: B14.2.3 to read: The responsibility of ensuring the minimum amount of work to be completed by Shoal Lake No. 40 First Nation resources, as stated in B14.1, rests solely with the Contractor. Inquiries related to Shoal Lake No. 40 First Nation resources can be directed to the following representatives:

Billy Wahpay, Shoal Lake No. 40 First Nation

Telephone No. (807) 733-2315

Email Address bwahpay@gmail.com

Herb Greene, Shoal Lake No. 40 First Nation

Telephone No. (807) 733-2315

Email Address herb.greene73@gmail.com

Scott Schelske, Bimose Tribal Council
Telephone No. (807) 468-5551
Email Address sschelske@bimose.ca

Revise: B14.2.4 to read: The Winter Road Cash Allowance and any purchase of aggregates will not be included in the determination of meeting the minimum requirements in B14.1.

PART D – SUPPLEMENTAL CONDITIONS

Delete: D10.1 (d)

Add: D15.7 Environmental Approvals

Add: D15.7 (a) The Contractor shall adhere to conditions specified in any and all permits, authorizations, licences, approvals and letters of advice or directive issued for the Work.

Add: D15.7 (b) Where the City applies for permits, authorizations, licences, approvals and letters of advice or directive to any regulatory body to facilitate the Contractor's work plan, there shall be no award for damages, delay claims or other costs by the Contractor on the City as a result of delays in issuance or rejections of applications.

Add: D15.7 (c) For all temporary work and construction activities the City will apply for required authorizations, permits, and approvals. Contractors must supply detailed schedules and work plans to facilitate these applications and cooperate with additional information requests from regulatory bodies. It may take up to 90 or more business days to process applicable authorizations, permits required. The contractor is bound by all conditions specified in regulatory directives applicable to the work. ESRA shall not be held responsible for any delays related to approvals.

Revise: D16.3 to read: The City intends to award this Contract by February 27, 2015.

Revise: D24.3 to read: Failure to meet the Shoal Lake No. 40 First Nation involvement percentage will result in a reduction in payment to the Contractor of 100% of the difference between the required Shoal Lake No. 40 involvement and the actual Shoal Lake No. 40 First Nation involvement achieved.

PART E – SPECIFICATIONS

Add E3.6.5 The City may consider requests for use of the GWWD railway and accommodations at the intake on a case-by-case basis with the successful Bidder. Bidders are advised not to rely on the use of the GWWD railway and accommodations at the intake as part of their Bid.

Revise: E13.2.1 to read: Shoal Lake No. 40 is intending to produce the Structural Backfill, Rockfill, Sub Base, Base Course, and Rip Rap Material for the construction of the bridge over the Falcon River Diversion and associated roadworks. Shoal Lake No. 40 is also intending to construct an all-weather road between the quarry location and the Site.

Revise: E13.2.3 to read: The supply of Structural Backfill, Rockfill, Sub Base, Base Course, and Rip Rap material will be included in the Contract as a Cash Allowance and will be paid to the Contractor based on a predetermined unit price agreed upon between the City of Winnipeg and Shoal Lake No. 40 First Nation. Unit pricing for the supply of material by Shoal Lake No. 40 First Nation will be issued to the Contractor in writing.

Add E13.2.4: The Contractor shall give Shoal Lake No. 40 until March 31st, 2016 to supply the materials listed in E13.2.1. For more information about the material supply schedule, the Bidder is to contact one of the Shoal Lake No. 40 First Nation representatives listed in B14.2.3.

- Add E13.2.5: Further to E13.1.1, if the Structural Backfill, Rockfill, Sub Base, Base Course and/or Rip Rap material is not provided by Shoal Lake No. 40 First Nation, the cash allowance in B.21 shall be combined with the cash allowance in B.19, and will be used towards the supply and additional hauling of Structural Backfill, Rockfill, Base Course, Sub Base, and Rip Rap by the Contractor.
- Add E13.2.6: If all the required Structural Backfill, Rockfill, Sub Base, Base Course and/or Rip Rap material is produced by Shoal Lake No. 40 First Nation, the cash allowance in B.21 will not be used.
- Add E13.2.7: If some, but not all, of the required Structural Backfill, Rockfill, Sub Base, Base Course and/or Rip Rap material is produced by Shoal Lake No. 40 First Nation, a portion of the cash allowance in B.21 may be used.
- Revise: E13.3.4 to read: The Contractor is responsible to maintain and restore any existing haul roads used for the completion of the Work.
- Revise: E13.4.1 to read: All additional work for the "Cash Allowance for Supply of Material from Shoal Lake No. 40 First Nation" and "Cash Allowance for Supply of Material" will be measured and paid for in accordance with C7.00 Changes in Work.
- Revise: E13.4.3 to read: Hauling and Placing Rockfill, Sub Base, and Base Course will be measured, and the volume of the completed work will be computed from cross sections taken at the Site before each component of the work has started and again after each component of the work has been completed.
- Revise: E15.7.1 to read: The backfilling required around the abutments and under riprap in the vicinity of the bridge as shown on the Drawings will not be measured and paid for at the Contract Lump Sum Price for "Haul and Place Structural Backfill" which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- Revise: E30.2.1 to read: Hauling and Placing Rip Rap will be measured on a volume basis. The volume to be paid for shall be the number of cubic metres installed in accordance with this Specification as determined by multiplying the actual surface area by the thickness shown on the Drawings. The area to be Rip-rapped shall not exceed the dimensions shown on the Drawings or as established by the Contract Administrator.
- Revise: E30.3.1 to read: Hauling and Placing Rip Rap will be paid for at the Contract Unit Price per cubic metre for "Haul and Place Rip Rap", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

PART F – SECURITY CLEARANCE

Delete: Part F: Security Clearance