



226-2022 ADDENDUM 1

CONSTRUCTION OF CLAY DIKES AND LOADING OF CLAY BORROW MATERIAL – 2022 FLOOD EVENT

URGENT

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

ISSUED: March 23, 2022
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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.

PART D – SUPPLEMENTAL CONDITIONS

ADD: D22 DISPUTE RESOLUTION

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D22.1 The entire text of C19.4 is deleted, and amended to read: “Intentionally Deleted”

D22.2 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City’s Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D22.3 Further to C19, prior to the Contract Administrator’s issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator (“Dispute”):

- (b) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor’s equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor’s equivalent representative.
- (c) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D22.3.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D22.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

- D22.3.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D22.3.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D22.3.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.