



8-2023 ADDENDUM 2

RIVER AVE / STRADBROOK AVE / WELLINGTON CRES PAVEMENT RENEWALS AND PROTECTED BIKE LANES

URGENT

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

ISSUED: April 6, 2023
BY: Mark Vogt, M.Sc. P.Eng
TELEPHONE NO. 204 259-5452

**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: 8-2023 Form B_Prices with 8-2023 Addendum 2 - Form B-Prices. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

Form B(R1): Add Items No. A.32 iii), B.31 iii) C.24 iii)

Delete Item F.13 (i) and renumber Items F.13 (i) and (ii).

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

PART B – BIDDING PROCEDURES

Add: B17.5 Further to B17.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D3.3.

PART D – SUPPLEMENTAL CONDITIONS

Add: D3.3 The funds available for this Contract are *\$7,500,000.00*

Revise: D17.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

Add: D17.4 For work that may occur in 2024, the Contractor shall commence the Work on Site no later than June 10, 2024, as directed by the Contract Administrator and weather permitting.

Replace: D22 Critical Stages with **D22 FLEXIBLE SCHEDULE AND 2024 CARRY OVER**

D22.1 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) Phase 1 (Stradbrook Avenue) works as identified in D21.1.2 are substantially complete;
- (b) Phase 2 (River Avenue and Wellington Crescent) works as identified in D21.1.3 **west of Osborne Street** are substantially complete;
- (c) Site is free of barricades and stored materials; and
- (d) Roadway, bike lane, and sidewalks are unobstructed, and parking has been restored.

- D22.2 Provided the conditions of D22.1 are met, the Contractor may, at their discretion, suspend working days and carry over any unused days in 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 record.
- D22.3 When the Contractor considers the Work associated with D22.1 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 possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D22.4 A maximum of thirty five (35) Working Days may be carried over to 2024.

- Revise: D23.1 to read: The Contractor shall achieve Substantial Performance within One Hundred Fifteen (115) Working Days of the commencement of the Work as specified in D17.
- Revise: D24.1 to read: The Contractor shall achieve Total Performance within One Hundred Twenty (120) Working Days of the commencement of the Work as specified in D17.
- Revise: D25.1 to read: If the Contractor fails to achieve 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) Substantial Performance - Four Thousand dollars (\$4,000);
 - (b) Total Performance – Two Thousand dollars (\$2,000).
- Revise: D25.2 to read: The amounts specified for liquidated damages in D25.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

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