

ADDENDUM NO. 3 BID OPPORTUNITY NO. 140-2004

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 5

URGENT

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

ISSUED: May 10, 2004

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

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 Submission non-responsive.

PART E - SPECIFICATIONS

Add E8 as follows:

E8 TRENCHLESS EXCAVATION

- E8.1 Further to Clause 3.4.1 of CW 2130-R7 all sewers shall be installed by trenchless methods.
- E8.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on the basis of expected soil conditions outlined in the geotechnical report and as detailed on the soils logs. The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.
- E8.3 In the event that there is a substantial change in the character or nature of the subsurface conditions or that obstructions are encountered, which adversely impact the Contractor's production or construction procedure, the Contractor shall immediately notify the Contract Administrator.

The notice shall provide details of the change in subsurface soil conditions or obstruction encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.

The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work. In the case of obstructions due to boulders in the silt/till or hardpan strata where that stratum is evident in the soils logs, no consideration will be made for a Change in Work as boulder obstructions can be reasonably anticipated when working in this stratum. Obstructions such as "random boulders" in the clay strata well above the till interface may be considered as a Change in Work dependent on the level of effort required to facilitate their removal.

Where the Contract Administration deems that a Change in Work is necessary it shall be valued as in accordance with the provisions of GC: 7 and the supplementary requirements of E9.

Add E9 as follows:

E9 TRENCHLESS EXCAVATION OBSTRUCTIONS

- E9.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator and may consist of but not limited to one of the following:
 - a) Drill or excavate a shaft at the location of the obstruction and remove the obstruction.
 - b) Remove the obstruction through the jacking head or core hole following drilling, splitting or breaking the obstruction into smaller components as required.
 - c) Other removal methods.
- E9.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, it shall be valued in accordance with GC: 7.4 (c) and the following supplemental requirements:
 - a) The first 4 hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.
 - b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
 - c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated of 50% of its established rate as noted in E9.2 (b) above.
 - Labour rates and material costs associated with obstruction removal shall be compensated as per GC:
 7.4 (c) and 7.4.1 with the provison that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such work.