



# 9-2013 ADDENDUM 1

## PROVINCE OF MANITOBA/CITY OF WINNIPEG 2013 REGIONAL/LOCAL STREET RENEWAL PROGRAM, MCGILLIVRAY BOULEVARD EASTBOUND, BRYN MAWR ROAD AND LAVAL DRIVE – ASPHALT OVERLAY AND ASSOCIATED WORKS

ISSUED: March 19, 2013  
BY: Derek Teperto  
TELEPHONE NO. (204) 232-9527

### **URGENT**

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

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

Template Version: A20070419

**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 A – BID SUBMISSION**

Replace: 9-2013 Bid Submission with 9-2013 Addendum 1 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R1):       Revise: ITEM A.4 (DESCRIPTION) to read: Supplying and Placing Base Course Material

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

### **PART D – SUPPLEMENTAL CONDITIONS**

Revise: D2.2 (b) (xvii) to read: Placement of base course material for shoulder (average thickness 75mm)

Revise: D2.2 (c) (viii) to read: Construction of base course

Add: D14.4   Work on Phase II – McGillivray Boulevard Eastbound from Irene Street to Pembina Highway shall not commence until all work identified in D18.1.2 has been completed, to the satisfaction of the Contract Administrator.

Revise: D18.1.5 (c) (ix) to read: Preparation of existing roadway shoulder and placement of base course material for shoulder;

Replace: D21.       LIQUIDATED DAMAGES

D21.1       If the Contractor fails to achieve Critical Stages 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 – Phase II – McGillivray Boulevard Eastbound from Irene Street to Pembina Highway – Three thousand dollars (\$3,000);

(b) Total Performance – Three thousand dollars (\$3,000).

D21.2       The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the City’s losses in the event that the Contractor does not

achieve the Phase II Critical Stage or Total Performance by the days fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

Add: D26. CRITICAL STAGES

D26.1 The Contractor shall achieve critical stages of the work in accordance with the following requirements:

(a) The Contractor shall complete Phase II - McGillivray Boulevard Eastbound from Irene Street to Pembina Highway, including all Work items listed in D18.1.5, within forty-five (45) consecutive Working Days of the commencement of the work as specified in D14.

D26.2 When the Contractor considers the Work associated with Phase II 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.

D26.3 The date on which the Phase II Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Phase II has been achieved.

Add: D27. ACCELERATED COMPLETION

D27.1 Description

D27.1.1 This specification shall cover the accelerated completion of Phase II - McGillivray Boulevard Eastbound from Irene Street to Pembina Highway of this contract.

D27.2 Acceleration of Work

D27.2.1 At no risk to the City, the Contractor at his own initiative, means, and expense, may undertake to complete the Works of this Contract to facilitate the safe reopening of the entire Site in Phase II to traffic and pedestrians in advance of the number of Working Days specified for the Critical Stage in D26.

D27.2.2 Reopening of the entire Site shall occur when all Work items listed in D18.1.5 are complete, including boulevard grading, topsoil, seed, and Site cleanup.

D27.2.3 In recognition of the fact that an early completion of the Works in Phase II is of benefit to the City, the City will compensate the Contractor for said early completion on a per diem unit price basis, as hereinafter set out, provided that the City will not be liable to pay for any period of acceleration in excess of ten (10) Working Days.

D.27.2.4 It is noted that certain delays on road rehabilitation Work are normal, due to Site conditions, necessary layout and dimensional changes. The Contract Administrator will attempt to resolve each situation as soon as possible. The Contractor is advised that no extension to the number of Working Days listed in D26 will be given for events of this sort which cause construction delay and are resolved within 48 hours of the requirement of change becoming known to both the Contractor and the Contract Administrator.

D.27.3 Method of Measurement

- D.27.3.1 Subject to clause D27.2.3 hereof, accelerated completion will be measured on a unit basis per diem. The number of days to be paid for will be the total number of Working Days with which all of Phase II is completed and safely reopened to vehicular and pedestrian traffic in advance of the number of Working Days specified herein for the Critical Stage in D26, with all specified Works listed in D18.1.5 completed and acceptable to the Contract Administrator.
- D.27.4 Basis of Payment
- D.27.4.1 Subject to clause D27.2.3 hereof, accelerated completion will be paid for at the Unit Price per diem specified hereinafter for "Accelerated Completion" which price shall be payment in full for performing all operations undertaken and all other items incidental to the Work included in this Specification. Unit Price per diem = Three thousand dollars (\$3,000.00).
- D.27.4.2 Payment for this item is not identified on Form B: Prices, and shall not be included thereon. If accelerated completion does occur as specified herein, then payment will be made for this item as an addition to the contract.

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

## **PART E – SPECIFICATIONS**

- Revise: E12.3.1 to read: Base course material will be used for the "Sandwich Type" Asphaltic Concrete Pavement Structure.
- Revise: E12.3.2 to read: Base course material will be used for shoulder Works.
- Revise: E12.8.1 to read: The supplying, placing and compaction of base course material will be measured on a weight basis and paid for at the Contract Unit Price per **tonne** for "Supplying and Placing Base Course Material". The weight to be paid for will be the total number of tonnes of base course material supplied and placed in accordance with this Specification, accepted and measured by the Contract Administrator.

## **DRAWINGS**

Replace: 9-2013\_Drawing\_P-3340-5-R1 with 9-2013\_Addendum\_1-Drawing\_P-3340-5-R2