

3-2023 ADDENDUM 1

RESTORATION OF SOD EXCAVATION CUTS – NORTH AREA

URGENT

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

ISSUED: March 28, 2023
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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.

FORM B: PRICES

Replace: 3-2023 Form B: Prices with 3-2023 Addendum 1 - Form B: Prices. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

- Form B(R1):
- Changed Description in Item No A.1 to Grading.
 - Changed Approx. Quantity in Item No. A.1 to 300 m²
 - Add Items No. A.3 to A.4 inclusive.
 - Changed Approx. Quantity in Item No. A.6 to 25 each.
 - Changed Approx. Quantity in Item No. A.7 to 50 each.
 - Changed Approx. Quantity in Item No. A.8 to 10 each.
 - Changed Approx. Quantity in Item No. A.9 to 10 each.

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

PART D – SUPPLEMENTAL CONDITIONS

- Delete: D13.1(c)
- Add: D13.5 All policies shall be taken out with Insurers licensed in the Province of Manitoba.
- Revise: D16.3 to read: The Contractor shall commence the Work on the Round Commencement Date indicated on the first Round. The Commencement Date for the first Round shall be no later than fourteen (14) consecutive Calendar Days of receipt of the award letter.
- Revise: D19.1 to read: If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City seven hundred and fifty dollars (\$750) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- Add: D29 WORK SCHEDULE

D29.1 The Rounds supplied by the Contract Administrator shall be the schedule for the Work.

Add: D30 SCHEDULING OF THE WORK

D30.1 Appendix "A" is an example of the Rounds to be provided to the Contractor.

D30.2 Rounds:

(a) The first Round will be delivered to the Contractor no later than two (2) Business Days prior to the Round Commencement.

(b) Round Periods will normally be from two (2) to six (6) weeks in duration.

(c) Each Round list will specify the "Round Commencement Date" and "Round Completion Date". The Round Commencement Date will follow the specified Round Completion Date of a preceding Round.

(d) There may be a lapse period between Rounds. Therefore, a Round Commencement Date may not immediately follow the Round Completion Date of the previous Round.

(e) The locations on each Round list will be grouped by subzone.

(f) The Final Round will not have a Round Completion Date past the date specified in Total Performance.

D30.3 Failure to achieve completion of a Round by the specified Round Completion Date will not result in the subsequent Round Commencement Date being delayed.

D30.4 The following is an example of scheduling for the Rounds.

Round Number	Round Commencement Date	Round Completion Date
N1	May 15, 2023	June 14, 2023
N2	June 15, 2023	July 6, 2023
N3	July 10, 2023	July 25, 2023
N4	July 26, 2023	August 11, 2023
N5	August 15, 2023	August 30, 2023
N6	September 1, 2023	September 15, 2023

D30.5 The Contract Administrator will visit each location prior to providing the Round list to the Contractor and will mark out the limits of the Work required to complete the restoration. The Contract Administrator will measure the area marked out at each location and record the quantities on the Round list.

D30.6 The Contractor shall use the field markings and the quantity shown on the Round list(s) to complete the restorations. No measurement for payment will be made for materials placed outside the limits of the Work, for each location.

D30.7 Where the field markings are not visible the Contractor may make arrangements with the Contract Administrator to have the locations marked. The absence or visibility of the field markings will not alter the conditions of measurement described in D30.6.

D30.8 Where the Contractor is of the opinion that there is a discrepancy between the quantity and the amount of material required to complete the restoration for a location on a Round, the Contractor shall make a request that the Contract Administrator review the

location. The location will be adjusted at the Contract Administrator's discretion, the location will be marked and the quantity will be revised as necessary to reflect any corresponding adjustment.

- Add: D31 ADDITIONS TO A ROUND
- D31.1 It may be necessary during the course of the Work to supplement the current Round with additional locations.
- D31.2 Additions to a Round for a zone that has been completed in accordance with E6 will be considered as "Short Notice Restorations" as per D32.
- Add: D32 SHORT NOTICE RESTORATIONS
- D32.1 Short Notice Restorations shall be completed as specified in E6. Short Notice Restorations will be limited to a maximum of two (2) in any week where the locations are not in the same block, and four (4) in any week where two or more of the locations are in the same block and are assigned to the Contractor at the same time. Locations assigned as Short Notice Restorations may or may not be on a current Round.
- Add: D33 DIMINUTION
- D33.1 Further to C7.5 of the General Conditions, the major components of the Work intended to be done under the Contract are estimated based on the summation of:
- (a) The total unrestored mud cut quantities on Cut Permits for each Section issued by the City prior to bid preparation; and
- (b) The total mud cut quantities on Cut Permits for each Section issued by the City following bid preparation that are deemed ready for restoration by the Contract Administrator.
- D33.2 The quantity for seeding required is proportional to the quantity of sod.
- D33.3 Notwithstanding C7.5, no claim shall be made for damages on the ground of loss of anticipated profit on Work diminished or on any other ground should the value of the Contract Price be diminished by an amount exceeding fifty percent (50%) as a result of the major components of the Work as identified in D33.1 not meeting the estimated approximate quantities for each Section on Form B: Prices.

PART E – SPECIFICATIONS

- Revise: E6.2(a) to Read: Grading of the boulevards to receive sod/seed shall be understood to mean the required excavation or backfilling so that the boulevards and medians, after compaction, are at a uniform depth of 100mm below finished boulevard grade.
- Add: E6.2(e) Grading of boulevards shall include the removal of existing material up to 600mm above the finished boulevard grade and excavation to achieve a uniform grade 100mm below finished boulevard grade.
- E6.2(f) Grading of boulevards shall include all backfilling up to a vertical height of 300mm to reach a uniform grade 100mm below finished boulevard grade.
- Add: E6.17 Short Notice Restorations
- (a) The Contract Administrator may direct the Contractor to have a specific location in the Area sodded/seeded on short notice. Upon receipt of such notice the Contractor is to have the identified location sodded/seeded in accordance with this specification within forty-eight (48) hours of the notification.

(b) Where the Contractor fails to complete a short notice restoration within the period specified, the Contract Administrator may arrange to have the restoration completed by others and deduct the costs thereof from any payment to be made to the Contractor.

Add: E6.18 Restricted Access Sodding

(a) The access to some of the locations identified to be sodded may be restricted to smaller equipment. The Contractor shall use the size and type of equipment that permits the restoration to be done without causing any damage to the surrounding surfaces or structures at the site. All damages caused by the Contractor's negligence, carelessness, or failure to use the appropriate equipment shall be repaired to the satisfaction of the Contract Administrator at the Contractor's expense.

Add: E11 PROTECTION OF EXISTING TREES

E11.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees with the limits of the construction area:

(a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.

(b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.

(c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

(d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

(e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E11.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.

E11.3 No separate measurement or payment will be made for the protection of trees.