

## 211-2020 ADDENDUM 1

### CONSTRUCTION OF LDS SEWER SEPARATION – COCKBURN SEWER RELIEF (CONTRACT 6A)

#### **URGENT**

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

ISSUED: March 27, 2020  
BY: John Minkevich  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE TENDER AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20190115

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid may render your Bid non-responsive.**

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

##### **ADD: D33. COVID-19 SCHEDULE DELAYS**

- D33.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D33.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D33.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D33.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D33.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D33.5 The Work schedule, including the durations identified in D17 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D33.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D33.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.