



462-2024 ADDENDUM 6

2024 LOCAL STREET RENEWAL PROGRAM: WESTGROVE WAY AND VARIOUS OTHER LOCATIONS

URGENT

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

ISSUED: June 27, 2024
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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 2024-02-01

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.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D18.4 to read:

D18.4 The City intends to award this Contract by **July 25, 2024**.

D18.4.1 If the actual date of award is later than the intended date, the dates specified for **Critical Stages**, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

Add: D22.2

D22.2 The Contractor shall incur not more than seven (7) consecutive Working Days without Activity at any individual project location with lane closures or barricades in place.

D22.2.1 Further to D22.2 Activity on a work site shall be defined as at least one crew or one machine working seven hours or more in one day, or as deemed acceptable by the Contract Administrator.

Revise: D23.1 to read:

D23.1 The Contractor shall achieve Substantial Performance within **One-hundred and fifteen (115)** consecutive Working Days of the commencement of the Work as specified in D18.

Revise: D24.1 to read:

D24.1 The Contractor shall achieve Total Performance within **One-hundred and Twenty (120)** consecutive Working Days of the commencement of the Work as specified in D18.

Revise: D25.1 to read:

D25.1 If the Contractor fails to achieve Critical Stages, 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) **Critical Stage D37.1(a) – One Thousand Dollars (\$1,000.00).**
- (b) **Critical Stage D37.1(b) – One Thousand Dollars (\$1,000.00).**
- (c) Substantial Performance – Three Thousand Five Hundred Dollars (\$3,500.00);
- (d) Total Performance – Two Thousand Dollars Dollars (\$2,000.00).
- (e) **Consecutive Non-Activity with Lane Closure(s) Active D22.2 – Two Thousand Dollars (\$2,000.00).**

Revise: D25.2 to read:

D25.2 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 **Critical Stages**, Substantial Performance or Total Performance by the days fixed herein for same.

Revise: D27.2 to read:

D27.2 Determination of **Critical Stages**, Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

Add: D37

D37. CRITICAL STAGES

D37.1 The Contractor shall achieve Critical Stages of the Work in accordance with the following requirements:

- (a) Westgrove Way (North Leg) – Minor Rehabilitation
 - (i) Substantial completion shall be achieved prior to September 1, 2024 (school zone).
- (b) Gerrond Bay – Asphalt Reconstruction
 - (i) Substantial completion shall be achieved prior to October 31, 2024.

D37.2 When the Contractor considers the Work associated each Critical Stage, 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.

D37.3 The date on which the Critical Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the Critical Stage has been achieved.

Add: D38

D38. FLEXIBLE SCHEDULE AND 2025 CARRY OVER

D38.1 Should the Contractor be unable to reach Substantial Performance in 2024, the Contractor will be permitted to suspend on-site construction activity provided the following conditions are met:

- (a) Any Site where Work was started has been restored to the condition acceptable to the Contract Administrator;

- (b) All drainage infrastructure is in working order;
- (c) Any temporary asphalt ramps are installed to the condition acceptable to the Contract Administrator, including temporary curb ramps or for adjusted frame and covers;
- (d) The site is free of barricades and stored materials;
- (e) All trip and fall hazards have been corrected as directed by the Contract Administrator;
- (f) All roadway lanes, bike lanes, and sidewalks are unobstructed; and
- (g) Access and parking has been fully restored.

D38.2 Provided the conditions of D38.1 are met, the Contractor may, upon mutual agreement, suspend Working Days and carry over any unused Working Days into 2025 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 the record.

D38.2.1 Further to D38.2, a maximum of three (3) Project Locations may be carried over to 2025.

D38.3 When the Contractor considers the Work associated with D38.1 to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying that the requirements of D38.1 have been satisfied.

- (a) Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest opportunity and the Contract Administrator notified so that the Work can be re-inspected.

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

QUESTIONS AND ANSWERS

Q1: Phasing and Signage Plan shows that Gerrond Bay Asphalt Reconstruction shall be performed lane-at-a-time. This will be difficult to do on a narrow residential street, particularly if there are gas services that need to be lowered.

A1: Please refer to Section E12 – Exploration of Existing Utilities and Services and the specified requirements for soft-digging all gas services prior to starting construction. Once all gas services have been located, the extent of gas service lowerings or protection requirements will be evaluated with Manitoba Hydro.

Once the extent of the gas service lowerings or protection requirements are determined, the Contractor may propose changing the phasing of the Work on the Gerrond Reconstruction site if it can be shown advantageous to the City.

Any proposed changes can be presented to the Contract Administrator for review and consideration. All phasing and temporary signage must be performed in accordance with the Manual of Temporary Traffic Control, while maintaining access for solid waste collection, emergency access, and with the goal of minimizing impact to residents. Any changes to the phasing or signages will be subject to the approval of the City Consultant Contract Administrator and Traffic Management.