



30-2026 ADDENDUM 2

2026 REGIONAL STREET RENEWAL PROGRAM- ST. MARY'S ROAD FROM FERMOR AV TO ARDEN AV

URGENT

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

ISSUED: March 16, 2026
BY: James Kennedy, P.Eng.
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID/PROPOSAL AND SHALL FORM
A PART OF THE CONTRACT DOCUMENTS**

Template Version: Addendum 2026-03-10

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: D18.1 to read: The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Complete Stage 1 (Northbound St. Mary's Road) between Abinojii Mikanah and St. Vital Road, including all asphalt tie-ins and boulevard restoration within **twenty (20)** consecutive Working Days of the commencement of Stage 1.
- Revise: D18.2 to read: When the Contractor considers the Work associated with **D18.1(a)** 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.
- Revise: D18.3 to read: The date on which the **D18.1(a)** Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of **D18.1(a)** has been achieved
- Revise: D19.1 to read: The Contractor shall achieve Substantial Performance within **eighty five (85)** consecutive Working Days of the commencement of the Work as specified in **D13**.
- Revise: D20.1 to read: The Contractor shall achieve Total Performance within **ninety (90)** consecutive Working Days of the commencement of the Work as specified in **D13**.
- Revise: D21.1 to read: 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 **D18.1(a)** - two thousand two hundred dollars (\$2,200.00);
 - (b) Substantial Performance – six thousand dollars (\$6,000.00);
 - (c) Total Performance – two thousand two hundred dollars (\$2,200.00).

- Revise: D21.2 to read: 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 critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- Revise: D22.2.1 to read: At no risk to the City, the Contractor at its own initiative, means, and expense, may undertake to complete the Works for this Contract to facilitate the safe reopening of traffic and pedestrians in advance of the stipulated Working Days as specified in **D20**.
- Revise: D22.2.5 to read: It is noted that certain delays of the 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 Working Days defined in **D20** will be given for events of this sort which cause construction delay and are resolved within 48 hours of the requirement of change becoming know to both the Contractor and the Contract Administrator.
- Revise: D22.3.1 to read: 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 days, not including Saturdays, Sundays, or Statutory Holidays, with which all of the Work is complete and is safely reopened to vehicular and pedestrian traffic in advance of the expiry of Working Days specified in **D20** with all specified Works listed in D2 completed and acceptable to the Contract Administrator.
- Revise: D28.2 to read: Notwithstanding C13.2 or **D28.1**, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.