



## Tender Addendum No. #1

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This Addendum consists of 3 pages

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**Date** November 4, 2024 **Project No.** 300054218.0000  
**Project** Merriam Municipal Drain  
**To** All Tenderers

Please confirm that you have received this Addendum.

Please make the following changes/additions to the Bid Documents and complete the addendum table on the first page of the Bid Form (Document B).

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### Changes to Bid Documents

Item No.	Description of Change	List of Attachments
Document G	Holdback should be 2% instead of 20%	Document G – Article III (b) iii
Summary Page	Holdback should be 2% instead of 20%	Summary Page

Please note that the warrantee holdback was incorrectly listed as 20%. It should be 2% and this has been reflected on the attached pages.

  
Chris Thompson, EIT  
CT:cvh

### ARTICLE III

#### THE OWNER UNDERTAKES AND AGREES:

- (a) The Owner shall pay Contractor, for the performance of the Work, in accordance with the Contract Documents, the following:
  - (i) for the completed lump sum components of the Work, the lump sum amounts set out in Schedule of Unit Prices; and
  - (ii) for the completed unit price components of the Work, the aggregate amount of the actual number of units of measurement of each item multiplied by the appropriate unit price that is set out in the Schedule of Unit Prices.
- (b) Subject to, and in accordance with, the provisions of the Contract Documents, and the *Construction Act* (Ontario), the Owner shall:
  - (i) Make monthly progress payments to the Contractor on account of the Work performed when due in the amount verified by the Contract Administrator together with such Value Added Taxes as may be applicable to such amount verified by the Contract Administrator;
  - (ii) Upon Substantial Performance of the Work, pay to Contractor eighty percent (80%) of the statutory holdback (i.e., eight percent (8%) of the value of completed work) in respect of Work performed up to the date of Substantial Performance when due together with such Value Added Taxes as may be applicable to such payment.
  - (iii) The holdback amount for the warranty period will be \$1,000 or two percent (2%) of the statutory holdback, whichever is greater.
  - (iv) Upon the expiry of the Warranty Period, and rectification of all deficiencies and required completion of incomplete Work, pay to Contractor the remaining amount of the statutory holdback (i.e., two percent (2%) of the value of completed work) in respect of the Work performed up to the date of Substantial Performance, which the Owner has retained, when due together with such Value Added Taxes as may be applicable to such payment.

**Merriam Municipal Drain Improvement  
Township of Norwich**

<u>Tender Summary</u>		
Issue	Project Particulars	Document Reference
Contract No.	300054218.0000	-
Owner	Township of Norwich Contact: Dirk Kramer, Drainage Superintendent	A.1.1 and A.7.5
Contract Administrator	R.J. Burnside & Associates Limited Contact: Chris Thompson	A.1.2, A.1.3
Tender Closing Date	Friday, November 29, 2024	A.7.5
Tender Closing Time	2:00:00 p.m. (14:00 hrs.)	A.7.5
Estimated Tender Value	\$297,350	(See Engineer's Report)
Certified Cheque Required	Yes	A.10.1
Amount of Certified Cheque	\$29,750	A.10.1
Bid Bonding	10% of bid price	A.10.2; A.16.1
Required Insurance Amount	\$5,000,000.00 (CGL and Auto)	A.11.1, D.1.2, GC 6.03.02.01
Parties to be named as Co-insureds	Township of Norwich	A.11.1 and D.1.2
	R.J. Burnside & Associates Limited	
Traffic Plan Required & Submission Deadline (Owner and Contract Administrator)	YES – Submission 10 days prior to work commencement. Approval required prior to work commencing.	D.1.7; E4.6; E.4.8; SP6, SP8
Reference Documents	Letter of advice 23-HCAA-02198 Permit No. LPRCA-40/24	Reference Documents
Required Work Period Completion Date	-	D.1.1
Restricted Timing Windows	In accordance with specific conditions of DFO Letter of Advice and coordination with the LPRCA  <b>No in water works between October 1 and July 15</b>	Reference Documents
General Conditions of Contract	OPSS.MUNI.100 (November 2019)	C.2.1
Warranty Holdback	2% of the statutory holdback or \$1,000, whichever is greater	G - Article III (b) iii, GC 8.02.04.05
Pre-Construction Meeting	Prior to commencement of work	F - Special Provisions
Notice of Final Inspection	2 days prior to meeting	F - Special Provisions
Warranty Period Required	1 (one) year from Declaration of Substantial Completion	GC 7.16.02