

1049-2018 ADDENDUM 2

MILLENIUM LIBRARY UTR DEVELOPMENT – 251 DONALD STREET

URGENT

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

ISSUED: November 23, 2018
BY: Francisco Aguirre
TELEPHONE NO. 204 986-3855

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20160708

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

Revise **D10 Performance Security** to read **D10 Contract Security** as follows:

D10. CONTRACT SECURITY

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2 R1): Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
 - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (d) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D10.2 The Contractor shall provide the City Solicitor with the contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D10.3 Where the Contract Security is provided in accordance with D10.1 (a) and D10.1 (b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(b); and

- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

Revise D13.2 (a)(v) to read:

- (v) the contract security specified in D10;

Revise D22.1.1 to read:

D22.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

Delete Form H2 Irrevocable Letter of Credit

Add: Form H2(R1) Labour and Material Payment Bond

Add: Form H3 Irrevocable Letter of Credit

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