



833-2010 ADDENDUM No 6

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: January 12, 2011
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THIS ADDENDUM SHALL BE INCORPORATED INTO AND FORMS PART OF THE REQUEST FOR PROPOSALS.

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposals, and be governed accordingly.

PART A – PROPOSAL SUBMISSION

Replace: 833-2010 Addendum 3 Proposal Submission with 833-2010 Addendum 6- Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

Form G1(R3): Revise amount of security on Page 2 of 2.

Form G2(R3): Revise amount of security on Page 2 of 2.

Revise expiry date on Page 2 of 2.

PART B – BIDDING PROCEDURES

Revise B12 Bid Security to read:

B12 BID SECURITY (SECTION C)

B12.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1 (R3): Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2 (R3): Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least twenty-five million dollars (\$25,000,000), drawn on a bank or other financial institution registered to conduct business in Manitoba.

B12.1.1 All signatures on bid securities shall be original.

B12.1.2 The Bidder shall sign the Bid Bond.

B12.1.3 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 The bid security of the successful Bidder will be released by the City when a Contract for the Work of Phase 2 has been duly executed by the successful Bidder and the performance security furnished as provided herein.

B12.2.1 The bid securities of all other Bidders will be released when a Contract for Phase 1 of the Work is awarded.

B12.2. Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.3 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.4 Notwithstanding B12.2, the bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Request for Proposal.

PART D – SUPPLEMENTAL CONDITIONS

Revise D12 Performance Security to read:

D12 PERFORMANCE SECURITY

CONTRACTOR

D12.1 The Contractor shall provide and maintain performance security 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 twenty-five million dollars (\$25,000,000); or
- (b) 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 H2: Irrevocable Standby Letter of Credit), in the amount of twenty-five million dollars (\$25,000,000); or
- (c) 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 twenty-five million dollars (\$25,000,000).

D12.1.1 Where the performance 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 performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security **within seven (7) Calendar Days of notification of the award for Phase 2.**

CONTRACTOR WITH RESPECT TO SUBCONTRACTORS

D12.3 The Contractor shall obtain and maintain performance security until the expiration of the warranty period from all Subcontractors whose contracts exceed one hundred thousand dollars (\$100,000) in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, with the Contractor in the form attached to the Supplemental Conditions (Form I1: Performance Bond), and a Dual Obligee Rider with the Contractor and the City of Winnipeg named as Dual Obligees, in the form attached to these Supplemental Conditions (Form I2: Dual Obligee Rider), in the amount of fifty percent (50%) of the contract price between the Contractor and Subcontractor;

within seven (7) Calendar Days of notification of the Contractor's award to each Subcontractor.

D12.4 For all Subcontractor contracts which exceed one hundred thousand dollars (\$100,000), the Contractor shall provide the City Solicitor, with:

- (b) an original of Form I1: Performance Bond and Form I2: Dual Obligee Rider;
- (c) a copy of each contract, including all amendments during the term of the contract;

within seven (7) Calendar Days of notification of the Contractor's award to each Subcontractor, or amendment, as applicable.

Add D23.5 as follows:

D23.5 The Contractor shall complete and submit Form N: Statutory Declaration with the second and each subsequent request for progress payments.

D23.5.1 The Statutory Declaration shall include, for each Subcontractor contract:

- (a) the total contract amount;
- (b) total payments made to date;
- (c) the percentage of work completed to date; and
- (d) the amount and date of each payment made for the prior progress payment period.

Note:

Forms I1 Performance Bond (2 pages) and Form I2 Dual Obligee Rider (2 pages) are attached to this Addendum for the information of Bidders.

FORM I1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal" (the Subcontractor)), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto "*name of the contractor*" (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

"applicable tender number and subcontractor work description"

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM I2: DUAL OBLIGEE RIDER

WHEREAS the _____ day of _____, 20____.

(hereinafter called the Principal) entered into a written agreement with

(name of Contractor) as Obligee, for the

(description of Subcontractor work)

WHEREAS the Principal and _____ as Surety, made executed and delivered to said Obligee their joint and several Performance Bond No.

NOW THEREFORE, in consideration of the One Dollar and other good and valuable considerations receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The Name of **The City of Winnipeg** shall be added to the said Bond as a named Obligee, hereinafter called "Dual Obligee".
2. There shall be no liability on the part of the Principal or the Surety under this bond to the Obligees or either or them, unless either or both shall make payment to the Principal, or to the Surety in the case it arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of the said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. The aggregate liability of the Surety under said Bond to the Obligee and the Dual Obligee, as their interests may appear, is limited to the penal sum of said Bond, and provided further that the Surety may, at its option, make any payments under said Bond by cheque, issued jointly to the Obligee and the Dual Obligee.
4. Except as modified herein, said Performance Bond shall be and remain in full force and effect.

SIGNED AND SEALED AND DATED THIS _____ DAY OF _____, 20_____

BY: _____ (seal)

(Principal)

BY: _____ (seal)

(Surety)

BY: _____ (seal)

(Obligee)

BY: _____ (seal)

(Dual Obligee)