



350-2012 ADDENDUM 1

CONCRETE PRESERVATION PROGRAM – DIAMOND GRINDING OF BISHOP GRANDIN BOULEVARD FROM LAGIMODIERE BOULEVARD TO STE. ANNES ROAD WESTBOUND, KENASTON BOULEVARD FROM LOWSON CRESCENT TO TAYLOR AVENUE, & PORTAGE AVENUE FROM AINSLIE STREET TO ALDINE STREET EASTBOUND- WESTBOUND

ISSUED: May 10, 2012
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URGENT

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

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

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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 10 of Form A: Bid may render your Bid non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

- Add: **D23. LIQUIDATED DAMAGES**
- Add: D23.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two thousand dollars (\$2,000.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- Add: D23.2 The amount specified for liquidated damages in 0 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- Add: D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.
- Add: **D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**
- Add: D24.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).
- Add: **D25. WARRANTY**
- Add: D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- Add: D25.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

Add: D25.2

Notwithstanding C13.2, 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 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.

Add: D25.2.1

In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.