



## **ADDENDUM NO. 2 BID OPPORTUNITY NO. 55-2004**

**EQUIPMENT SERVICES FOR THE BRADY ROAD SANITARY LANDFILL  
FOR THE PERIOD JULY 1, 2004 TO JUNE 30, 2007**

ISSUED: March 25, 2004  
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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 8 of Form A: Bid may render your Bid Submission non-responsive.**

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### **PART B – BIDDING PROCEDURES**

**Revise B14.1 to read:**

B14.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least five percent (5%) 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: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least five percent (5%) 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 Manitoba, in the form included in the Bid Submission (Form G2: 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 five percent (5%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

### **PART D – SUPPLEMENTAL CONDITIONS**

**Revise D9.1 to read:**

D9.1 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 five percent (5%) of the Contract Price; 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 Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of five percent (5%) of the Contract Price; 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 five percent (5%) of the Contract Price.

**Revise D13.1 to read:**

D13.1 Further to GC.9.03, payment shall be in Canadian Funds in accordance with E3.1 of the Specifications.

**Delete:** Form H1: Performance Bond – Initial Performance Security and  
Form H1: Performance Bond – Renewal Performance Security

**Add:** Form H1: Performance Bond –R1

**PART E – SPECIFICATIONS**

Delete: E2.1

**FORM H1: PERFORMANCE BOND R1**  
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (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 dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

BID OPPORTUNITY NO. 55-2004,

**EQUIPMENT SERVICES FOR THE BRADY ROAD SANITARY LANDFILL**

FOR THE PERIOD OF JULY 1, 2004 TO JUNE 30, 2007

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)

	_____
	(Name of Principal)
	Per: _____ (Seal)
	Per: _____
	_____
	(Name of Surety)
	By: _____ (Seal)
	(Attorney-in-Fact)