

ADDENDUM NO. 2 BID OPPORTUNITY NO. 99-2004

FERMOR AVENUE – WESTBOUND (LAGIMODIERE BOULEVARD TO RUE ARCHIBALD)
INKSTER AVENUE – WESTBOUND (SINCLAIR STREET TO AIRLIES STREET) ASPHALT RESURFACING AND ASSOCIATED WORKS

ISSUED: April 15, 2004 BY: Coleen Groening/ht TELEPHONE NO. (204) 986-2491

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

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 Submission non-responsive.

PART D - SUPPLEMENTAL CONDITIONS

Revise: **D7. PERFORMANCE SECURITY** to read:

- D7.1 Notwithstanding D22. WARRANTY, the Contractor shall provide and maintain performance security until the expiration of the warranty period specified in GC13.2 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; 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 fifty percent (50%) 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 fifty percent (50%) of the Contract Price.
- D.7.2. If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

Revise: D22. WARRANTY to read:

- D22.1 In addition to the warranty specified in GC:13.2
 - (d) All plant material shall be warranted for a full two years, from the date of acceptance to start the Warranty. Plant material will be accepted at the end of the two year maintenance period if it is healthy and as per E14. Any plant material requiring replacement, shall carry an additional two year warranty and two year maintenance period, until all plants have survived and show healthy growth, and have been maintained for a full two years.
 - (e) The Barkman Roman Stone Retaining Walls shall be warranted for a full five (5) years against ungluing of the individual wall and cap stones as per E11. Any stones which become loose are to be re-glued and/or replaced if necessary.
- D.22.2 The Performance Bond shall not be required to cover the additional Warranty of Plant Material or the additional Warranty of the Barkman Roman Stone Retaining Walls specified in D22.1 (a) and D22.1 (b).

PART E - SPECIFICATIONS

Revise: E11.6 to read:

E11.6 Glue all layers of the wall together with a double bead, minimum 6mm dia. bead, of adhesive. Glue top cap to wall with double bead, minimum 12mm dia. bead, of adhesive, including adhesive beads on butting sides of all caps. Ensure stones are clean before applying adhesive.