

#### 317-2006 ADDENDUM 1

#### PAINT INDOOR POOL TANK - 685 DALHOUSIE DRIVE

## **URGENT**

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

ISSUED: June 22, 2006 BY: Coleen Groening TELEPHONE NO. (204) 986-2491

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

#### PART D - SUPPLEMENTAL CONDITIONS

Add: Form H1, Form H2, attached Form(s).

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### FORM H1: PERFORMANCE BOND

(See D8)

#### KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal	"), and				
(hereinafter called the "Surety") called the "Obligee"), in the sum		irmly bound	unto <b>THE CITY</b>	OF WINNIPEC	, (hereinafter
		d	 ollars (\$		)
of lawful money of Canada to be sum the Principal and the Sure assigns, jointly and severally, fire	ty bind themselve	es, their heirs	•		
WHEREAS the Principal has en	tered into a writte	en contract wit	th the Obligee d	ated the	
day of	, 20	, for:			
BID OPPORTUNITY NO. 317-20	006				
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PAINT INDOOR POOL TANK – 685 DALHOUSIE DRIVE

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.

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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 Princi	pal and Surety have signed and sealed this bond	d the
day of	, 20	
SIGNED AND SEALED in the presence of:	(Name of Principal)	
(Witness)	Per: Per:	
	(Name of Surety)  By: (Attorney-in-Fact)	(Seal)

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# FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See D8)

(Date)	
Corpo Legal 185 Ki	of Winnipeg te Services Department ervices Division g Street, 3rd Floor g MB R3B 1J1
RE:	PERFORMANCE SECURITY - BID OPPORTUNITY NO. 317-2006
	PAINT INDOOR POOL TANK – 685 DALHOUSIE DRIVE
Pursua	t to the request of and for the account of our customer,
(Name	Contractor)
(Addres	of Contractor)
	REBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding gregate
	Canadian dollars.
demar Letter payme	andby Letter of Credit may be drawn on by you at any time and from time to time upon writter for payment made upon us by you. It is understood that we are obligated under this Standby Credit for the payment of monies only and we hereby agree that we shall honour your demand for without inquiring whether you have a right as between yourself and our customer to make such and without recognizing any claim of our customer or objection by the customer to payment by us.
	ount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upor or by formal notice in writing given to us by you if you desire such reduction or are willing that it be
Partial	rawings are permitted.
	age with you that all demands for payment made within the terms and currency of this Standby Credit will be duly honoured if presented to us at:
(Addres	
and w	confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

The City of Winnipeg Bid Opportunity No. 317-2006 Addendum No. 1 Supplemental Conditions Page 10 of 10

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All demands for payment shall	iti  ,t_t_ ttt		
All demands for navment shall	i shecilically state that they ar	e arawn unaer mis Stanan	V LAMALOL CRANIC

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on (Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name	of bank or financial institution)
Per:	(Authorized Signing Officer)
Per:	
	(Authorized Signing Officer)