

169-2018 ADDENDUM 4

NORTH ST BONIFACE WATER MAIN UPGRADES CONTRACT 1

URGENT

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

ISSUED: April 3, 2018
BY: Jurgen Friesen
TELEPHONE NO. 204 986-8063

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

Template Version: A20160708

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 B – BIDDING PROCEDURES

Revise: B8.1 (c) to read: (c) Bid Security

- (i) Form G1: Bid Bond and Agreement to Bond **and Form G3: Agreement to Bond – Labour and Material Payment, or**
- (ii) Form G2: Irrevocable Standby Letter of Credit and Undertaking or a certified cheque or draft, **and Form G3: Agreement to Bond – Labour and Material Payment**

Revise: B13.1 to read: 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: Bid Bond and Agreement to Bond) **and an 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 G3: Agreement to Bond - Labour and Material Payment);** 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: Irrevocable Standby Letter of Credit and Undertaking) **and an 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 G3: Agreement to Bond - Labour and Material Payment);** or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba **and an 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 G3: Agreement to Bond - Labour and Material Payment);**

PART D – SUPPLEMENTAL CONDITIONS

- Add: D1.2 Further to C1, where used in the Contract:
- (a) “**Government of Canada**” includes the authorized officials and representatives of the Government of Canada;
 - (b) “**Government of Manitoba**” includes the authorized officials and representatives of the Government of Manitoba.
- Revise: D10.1(a) to read: Wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence and five millions dollars (\$5,000,000) general aggregate, covering bodily injury, personal injury, property damage and products and completed operations, sudden and accidental environmental impairment liability, contractual liability and cross liability clauses. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twenty-four (24) months completed operations after Total Performance. The Government of Manitoba and its Ministers, officers, employees and agents shall be added as additional insureds
- Revise: D10.3 to read: The Contractor shall provide the City Solicitor and the Government of Manitoba with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- Revise: D10.4 to read The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator and to the Government of Manitoba.
- Add: D10.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- Add: D11.3 In addition to the requirements of D11.1, the Contractor shall, until expiration of the warranty period, provide and maintain a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H3: Labour and Material Payment Bond), in the amount of fifty percent (50%) of the Contract Price, covering all work performed by the Contractor and Subcontractors.
- Add: D11.4 With respect to all Subcontractors, the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor, give the Subcontractor written notice of the existence of the labour and material payment bond referred to in D11.3.
- Add: D27 **ADDITIONAL REQUIREMENTS**
- D27.1 Further to C12, the Contractor shall:
- (a) be responsible to properly account for the services or goods provided by the Contractor to the City in relation to the Work and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
 - (b) preserve all accounting records, financial documents, copies of contracts with other parties and other records relating to the Work or to the Contract until at least March 31, 2026. Those materials bearing original signatures or professional seals or stamps must be preserved in paper form; other materials may be retained in electronic form.

(c) keep available for inspection and audit at all reasonable times until at least 2026, all records, documents and contracts referred to in clause D27.1(b), for inspection and audit by the Government of Manitoba or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections and audits, to provide copies of and extracts from such records, documents or contracts upon request by the City, the Government of Manitoba or the Government of Canada or their respective representatives or auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City, the Government of Manitoba or the Government of Canada or their respective representatives or auditors, from time-to-time.

- D27.2 If the *Lobbyists Registration Act* applies to the Contractor, represent and warrant that the Contractor has filed a return and is registered and in full compliance with the obligations of that Act and will continue to comply for the duration of this Contract.
- D27.3 Further to C6.12, the Contractor shall comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human rights laws, in the course of performing the Work.
- D27.4 Further to C17, the Contractor shall indemnify and save the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees and agents harmless from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from the Contract or by reason of the performance or purported performance of the Work by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees or agents, as the case may be.