



## 432-2007 ADDENDUM 2

### MECHANICAL COLLECTION OF SOLID WASTES FROM APARTMENTS AND SMALL COMMERCIAL ESTABLISHMENTS IN THE SOUTH WEST AREA OF THE CITY OF WINNIPEG

#### **URGENT**

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

ISSUED: July 10, 2007  
BY: Dan Cyrenne  
TELEPHONE NO. (204) 986-3285

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

Template Version: A20070419

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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.

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#### **PART A – BID SUBMISSION**

Replace: 432-2007 Bid Submission with 432-2007 Addendum 2 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form G1(R1): Revise wording in paragraph two (2) of Page 2 of 2

Form G2(R1): Revise expiry date on Page 2 of 2.

Page numbering on some forms may be changed as a result.

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

Revise: D6.1(a) and (b) to read:

D6.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least **five** million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least **five** million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work.

Revise: D7 to read:

#### **D7. PERFORMANCE SECURITY**

D7.1 The Contractor shall provide and maintain performance security until one (1) month from the total performance of the Contract in the form of:

- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the annual value of the Contract, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual

value of the Contract. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; 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 Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the annual value of the Contract; 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 annual value of the Contract.

D7.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D7.2 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 thirty (30) 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 but in no event later than the date specified in C4 for the return of the executed Contract.

D7.3 Renewal of Performance Security

- (a) Further to D7.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) Calendar days prior to the expiry of the current Performance Security.

Replace: Form H1 with the attached Form(s). The following is a summary of changes incorporated in the replacement forms:

Form H1(R1): Revised Forms allow for Initial Performance Security and Renewal Performance Security.