



390-2020 ADDENDUM 4

FRONT LOAD COLLECTION OF SOLID WASTE FROM MULTI-FAMILY DWELLINGS AND OTHER ESTABLISHMENTS IN THE EAST AREA OF THE CITY OF WINNIPEG

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE TENDER

ISSUED: July 3, 2020
BY: Sam Brask
TELEPHONE NO. 204 986-5484

THIS ADDENDUM SHALL BE INCORPORATED INTO THE TENDER AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20190115

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, July 8, 2020.

PART D – SUPPLEMENTAL CONDITIONS

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

- Form H1(R1): Change title to Initial Performance Security and add for the duration of three (3) years.
- Form H1(R1): Additional form for Renewal Performance Security

FORM H1 (R1): PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D12)

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 for

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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 first three (3) years 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. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H1 (R1): PERFORMANCE BOND- RENEWAL PERFORMANCE SECURITY
(See D12)

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 for

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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 for the period from _____(DD/MM/YY) to and including _____(DD/MM/YY).

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. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)