

Addendum # 1

**To the Contract Specifications and Drawings for:
Town of Drumheller
Municipal Airport Lighting**

MPE Engineering Ltd.
Suite 320, 6715 – 8 Street NE
Calgary, AB T2E 7H7

June 7, 2021

File: 2450-048-00

1. Precedence

This Addendum forms an integral part of the Contract Specifications and Drawings covering all aspects of this job and is to be read in conjunction therewith. However, should points arise which are at variance, this Addendum shall take precedence, unless otherwise clarified by the Engineer.

2. Purpose

This addendum provides specific clauses to add to and/or amend the specifications and/or drawings.

3. Request for Proposal - Date Proposal Required

Change Date Proposal Required

From: Year: 2021 Month: June Day: 8 Time: 2:00 PM Local Time

To: Year: 2021 Month: June Day: 15 Time: 2:00 PM Local Time

4. Request for Proposal – Section #5 Insurance and Bonding

Delete section and replace with the following:

Section #5 Insurance and Security

Insurance

The Town of Drumheller requires that all Proposals include proof of \$5,000,000.00 Commercial Liability Insurance.

Bid Security

Provide and submit the bid security specified in Section 00210 - Bid Security.

Consent of Surety

Provide and submit a Consent of Surety Form in the amount equal to fifty (50%) percent on the Contract sum.

Contract Performance Security

Provide and include in the bid price for the security specified in Section 00612 – Contract Performance Security.

Security for Payment of Claims

Provide and include in the bid price for the security specified in Section 00616 – Security for Payment of Claims.

5. **Specification Section 00210 – Bid Security**

Add attached new section.

6. **Specification Section 00612 – Contract Performance Security**

Add attached new section.

7. **Specification Section 00616 – Security for Payment of Claims**

Add attached new section.

8. **Specification Section 02137 – Demolition, Removal and Salvage**

Add 3.3.3 Surplus excavated material is to be stockpiled on site at the south end of hangar row.

9. **Drawing E1.1 Electrical Site Plan 1**

Changes indicated with clouding on attached.

10. **Drawing E1.3 Electrical Site Plan 3**

Changes indicated with clouding on attached.

11. **Drawing E1.4 Electrical Miscellaneous Details**

Changes indicated with clouding on attached.

12. **Drawing E1.5 Electrical Bill of Materials and Specifications**

Changes indicated with clouding on attached.

13. **Drawing E1.6 Electrical Wind Cone Pile Details**

Add attached new drawing.

14. **Windcone Information**

The nameplate on the windcone is as follows:

Technical Enterprise
Div of Kenting Oilfield Services Ltd.
Edmonton, Alberta
Tecni SPI Lighted Windsock Tower
120V 60Hz 500W

This company does not appear to be around any longer.

END OF ADDENDUM

1. TYPE AND AMOUNT OF BID SECURITY

- .1 Provide bid security in the form of a bid bond, bank draft, bank certified cheque, irrevocable letter of credit, or guarantee in an amount not less than 10% of the bid price.
- .2 Submit bid security with the Bid Form. Bids not accompanied by bid security will be rejected.

2. BID BONDS

- .1 Bid bonds shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Bid Bond, CCDC Document No. 220.
- .2 Bid bonds shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta.
- .3 Bid bonds shall be properly electronically executed by both the Bidder and the surety.

3. DEFAULT BY BIDDER

- .1 If a Bidder whose bid is accepted by the Owner in writing, without qualification, and within the acceptance period specified in the Bid Documents, refuses or fails within 21 days after the date of issuance of the written acceptance of the bid:
 - .1 To sign a formal Agreement with the Owner for the performance of the Work, and
 - .2 To provide contract performance security, or security for payment of claims, or both, if and as required by the Bid Documents,

the Bidder shall be liable to the Owner for the difference between the amount of its bid and the greater amount for which a contract for the Work is entered into with some other Bidder, up to the maximum amount of the bid security provided.

END OF SECTION

1. TYPE AND AMOUNT OF SECURITY

- .1 Contractor shall provide security for performance of the Contract in the form of one of the following:
 - .1 Bank Draft or irrevocable bank letter of credit in the amount of 10% of the Contract Price.
 - .2 Performance Bond for 50% of the Contract Price.
- .2 Submit security to the Owner within 10 days after date of issuance of Letter of Acceptance.

2. BANK DRAFT

- .1 Bank Drafts shall be drawn on a financial institution authorized to conduct business in the Province of Alberta and shall be made payable to the Owner.
- .2 After receipt Owner will present Bank Drafts to the bank for payment. Contractor shall not be entitled to accrued interest on a Bank Draft provided as security.

3. SURETY BOND

- .1 Performance bond shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC Document No. 221. Consign performance bond to the Owner.

4. RELEASE OF SECURITY

- .1 When security is in the form of a Bank Draft, such security shall be released progressively as follows:
 - .1 Four months after Substantial Performance of the Work, not more than one third of the amount of the security shall be released to the Contractor.
 - .2 Eight months after Substantial Performance of the Work, a further amount not exceeding one third of the amount of the security shall be released.
 - .3 After the warranty period has expired, the balance of the security shall be released, subject to deficiencies in materials and workmanship arising during the warranty period having been corrected to the Owner's satisfaction.
- .2 Progressive releases of security shall be made upon written request by Contractor.

END OF SECTION

1. TYPE AND AMOUNT OF SECURITY

- .1 Contractor shall provide security for payment to claimants for labour and material used or reasonably required for use in the performance of the Contract. Such security shall be in the form of one of the following:
 - .1 Bank Draft or irrevocable bank letter of credit in the amount of 10% of the Contract Price.
 - .2 Labour and Material Payment Bond for 50% of the Contract Price.
- .2 Submit security to Owner within 10 days after date of issuance of Letter of Acceptance.

2. BANK DRAFT

- .1 Bank Drafts shall be drawn on a financial institution authorized to conduct business in the Province of Alberta and shall be made payable to the Owner.
- .2 After receipt Owner will present Bank Drafts to the bank for payment. Contractor shall not be entitled to accrued interest on a Bank Draft provided as security.

3. SURETY BOND

- .1 Labour and Material bond shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Labour and Material, CCDC Document No. 222. Consign Labour and Material Bond to the Owner.

4. RELEASE OF SECURITY

- .1 When security is provided in the form of a Bank Draft, such security shall be released to Contractor provided:
 - .1 Owner has issued a Certificate of Substantial Performance,
 - .2 Builders Lien Act claims period of 45 days from date of Substantial Performance or the Work has expired,
 - .3 Third party claims received by Owner have been resolved, or addressed and course of action agreed to between Owner and Contractor,
 - .4 Contractor has submitted to Owner, completed Statutory Declaration.

END OF SECTION