REQUEST FOR TENDER No. 2274

DIANA KRALL PLAZA AND ANCHOR WAY GUARD RAIL REMEDIATION

DIANA KRALL PLAZA MEMBRANE REPAIR

Addendum No. 2

November 7, 2018

This Addendum shall form an integral part of the project scope of Work and shall be read in conjunction therewith. This Addendum shall take precedence over related specifications as they relate to the information below, and of the previously issued scope of Work with which it may prove to be a variance, unless otherwise clarified by the City.

Please note that all Bidders shall sign and include this Addendum with their submission. Failure to do so may result in a non-compliant submission and the bid may be rejected.

AMEND SECTION 4.0 PROJECT SPECIFICATIONS

ADD:

CLAUSE 4.6 GUARANTEED PERIOD

1. Neither the Notice of Acceptance nor a Notice of Partial Acceptance nor any payment by the Owner shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The Contractor guarantees to maintain the work against any defects arising from faulty installation, faulty materials, supplied under the Contract or faulty workmanship which may appear within one (1) year of the date of the Notice of Acceptance. If a Notice of Partial Acceptance has been issued, the guarantee period shall begin from the date of such Certificate except for the work still to be performed and the defects and deficiencies still to be corrected which are listed on such Certificate. Faulty materials shall be replaced and defects discovered and failures which occur during the guarantee period shall be rectified to the satisfaction of the Engineer and in accordance with the Contract Documents, including, if deemed necessary by the Engineer, replacement of all or a portion of the work. The same guarantee as is here in provided and for the same period shall attach to such replacement materials or rectified work and the period shall begin on the date the Engineer accepts such replacement materials or rectified work.

2. If the Owner observes through use of the works, or if it is discovered by tests or inspection of the works prior to the end of the guarantee period, that a deficiency or defect exists in the materials or workmanship in respect to the works, the Owner shall immediately notify the Contractor, by whatever means are available, of the defect or deficiency and instruct him to rectify the fault. Such notification shall be confirmed by the Owner in writing to the Contractor. In the event that this work, in the opinion of the Owner, must be done
immediately to prevent serious damage, injury or loss of life, the Owner may perform, or cause to be performed, the necessary work, and shall notify the Contractor accordingly. Work required under guarantee shall, except as otherwise provided herein for emergencies, be carried out by the Contractor or his representative within ten (10) days of the Owner's written instruction to perform the work. In the event that this work is not done by the Contractor within the ten (10) day period, or such further period as may be approved by the Engineer, the Owner may take whatever action is necessary to have the work done.

3. All costs relating from the necessity to do work under the guarantee requirement, whether it be done by the Contractor, his representative, or the Owner, as provided herein, shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expense, losses, or damages incurred by the Owner as a result of faulty materials and defective workmanship as are referred to in Article 29.1, or as a result of the Contractor's failure to meet the guarantee requirements as specified herein, including, but without limiting the generality hereof, all costs of engineering, inspection and testing. All costs will be deducted by the Owner from the guarantee amount described in Article 51 -Release of Guarantees.

Bidder: ________________________________     Date: ___________________

Signature: ________________________________________________________

Note: All forms that require a signature must be signed by a person authorized to legally bind the Bidders to statements made in response to this RFT.

End of Addendum 2