

**THE CITY OF THOROLD
 CONTRACT #2019-070
 Cemetery Resurfacing Surface Treatment
 THOROLD**

ADDENDUM NO.1

This addendum shall form an integral part of the specifications for the above project and shall be read in conjunction therewith. The addendum shall, however, take precedence over all requirements of previously issued drawings and specifications with which it may prove to be variance, unless otherwise clarified by the Engineer.

This addendum, must be signed by the Tenderer in the appropriate space and must be attached to the back of the Summary of Fee and Disbursements and placed in Envelope "2" at the time of submission. Tenders not including this addendum signed as requested may be rejected as informal.

I. REVISION TO Schedule of Quantities Item 4 Grading removed and changed to Contingency Allowance. **To be used in submission as updated schedule of quantities**

Item #	Spec. No	Description	EST.		Unit	Amount
			Quantity	Unit	Price	
1	SP-A1	Bonding.	1	L.S.		
2	SP-A8	Construction signs.	1	L.S.		
3	OPSS 304 OPSS 1103 SP-B26	Surface Treatment				
		a) Single Treatment				
		i) Grey Aggregate Class 5 traprock	97	tonne		
		ii) Emulsified asphalt (HF 150S).	12,125	kgs		
		b) Double Treatment				

		i) Grey Aggregate - Class 5 traprock	3	tonne		
		ii) Emulsified Asphalt (HF 150S).	401	kgs		
4		Contingency allowance.			\$3,700.00	\$3,700.00
		TOTAL=				

II. REVISION TO Item 1 Added bonding specifications:

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for:

.....
.....

in a bond totaling One Hundred Percent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the Tender for:

.....

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to One Hundred Percent 100% of the contract sum used by the Contractor in due performance of his/her work.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 2018.

Name of Bonding Company

Signature of Authorized Person Signing for Company

(Company Seal)

Position

**LETTER OF INTENT TO ISSUE AN
IRREVOCABLE STANDBY LETTER OF CREDIT
FOR PERFORMANCE SURETIES**

(Financial Institution Letterhead)

Date: _____

TO: The Corporation of the City of Thorold
City Hall
3540 Schmon Parkway
Thorold, Ontario
L2V 4A7

RE: Cemetery Resurfacing Surface Treatment– CONTRACT # 2019-070

We, the undersigned, hereby agree to issue an Irrevocable Standby Letter of Credit conforming to the standard format required by The Corporation of the City of Thorold, drawn upon the account of **(Name of Contractor)**, in an amount totalling One Hundred Percent (100%) of the Contract amount for the Tender not to exceed **(\$ amount)** and conforming to the instruments of Contract attached hereto, for the full and due Performance and Labour and Materials payment of the works shown as described herein.

We, the undersigned, agree that if the Tender is accepted that the above mentioned Irrevocable Standby Letter of Credit shall be issued within fourteen (14) days of acceptance of the Tender related thereto.

Dated this _____ day of _____, 2018.

(Name of Financial Institution)

(Signature of Authorized Person)

Signing for the Company)

(Title)

NAME OF BANK
Address of Bank

Date: _____

IRREVOCABLE STANDBY LETTER OF CREDIT **Bank Reference No.** for **Amount (Canadian \$'s)**

The Corporation of the City of Thorold
City Hall
3540 Schmon Parkway
Thorold, Ontario
L2V 4A7

We hereby authorize you to draw on (**Name and Address of Bank**) for account of (**Name and Address of Contractor**), up to an aggregate amount of (**Full amount of contract**), available on demand.

Pursuant to the request of our customer, the said (**Name of Contractor**), we (**Name of bank**), hereby establish and give to you an Irrevocable Standby Letter of Credit in your favour in the total amount of Canadian (**\$ amount**) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without inquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to (**Name and address of bank**) at such time as a written demand for payment is made upon us a certificate signed by you agreeing/confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended to obligations incurred or to be incurred by you in connection with an Agreement between (**Name of Contractor**) and The Corporation of the City of Thorold regarding full performance and labour and materials payment (**Nature of work performed**).

The amount of this Letter of Credit shall be reduced from time-to-time as advised by notice in writing given to us from time-to-time by you.

This Letter of Credit will continue to (**Date contract expires including warranty* period**), and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on that date. It is a condition of this Letter

of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

Partial drawings are permitted. We hereby agree that drawing under this credit will be duly honoured upon presentations, and shall state that they are drawn under (**Name and address of bank**) Letter of Credit No. (**Bank Reference No.**) dated (**Date**).
(NAME OF BANK)

(Authorized Signature)
**Normally one calendar year after the date of issuance.*

(Authorized Signature)

Signature: Date Issued: **xxxxxxxxxxxxx**
 Curtis Dray
 Manager of Community Services

THE TENDERER SHALL ADJUST HIS/HER BID PRICE ACCORDING TO THE CHANGES SPECIFIED IN THIS ADDENDUM.

Tenderer's Signature

Date: _____

Company Name