

TO: All Tenderers
FROM: District of Sooke
DATE: August 15, 2019
PROJECT: **2019-2024 Road Maintenance Contract**
FILE NO: 1790-20

1. Precedence

This Addendum shall form an integral part of the Instructions to Bidders and Highway Maintenance Contract 2019-2024 documents. This Addendum shall take precedence over all requirements of the Instructions to Tenderers and Highway Maintenance Contract 2019-2024 documents with which it may prove to be at variance unless otherwise qualified by the District.

2. Purpose

This Addendum is in response to enquiries related to the Instructions to Bidders and Highway Maintenance Contract 2019-2024 document, and is intended to clarify the contract security requirements, and clarify a small error in the Schedule 9 – Maintenance Services.

3. Clarifications to the Instructions to Bidders document

11 Bid Attachments

The \$50,000 bid security will also be accepted by way of a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the District. The bid security must, to the satisfaction of the District, bind the proponent, if selected by the District, to enter into a formal contract as per the terms and conditions of the Highway Maintenance Contract 2019-2024 document.

A sample Bid Bond and Consent of Surety have been provided as an attachment to this addendum as a reference.

4. Changes to the Highway Maintenance Contract 2019-2024 document

Replace the final sentence of:

SCHEDULE 9, Chapter 2 – Surface Maintenance

1.C.2 (a)

With:

Additional crack sealing must be approved by the District and will be billed at the unit rate in Schedule 1 Part II- 3.

BID BOND- SPECIMEN

KNOW ALL PERSONS BY THESE PRESENTS THAT **(PROPONENT NAME)** as Principal (the "Principal"), and **{SURETY/INSURANCE COMPANY'S AND COMPANIES' NAME(S) AND ADDRESS(ES)}**, a corporation or corporations created and existing under the laws of Canada and duly authorized to transact the business of suretyship in Canada as Surety (the "Surety" if one Surety is named in this Bond and the "Co-Sureties" if more than one), is/are held and firmly bound, jointly and severally in the case of Co-Sureties, unto The District of Sooke, as Oblige (the "Obligee"), in the amount of \$50,000.00 in lawful money of Canada (the "Bond Amount"), for the which sum, well and truly to be made, the Principal and the Surety or Co-Sureties, as the case may be, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written proposal to the Oblige, dated the ____ day of _____, 20____ for the provision of highway maintenance Services for Service Area 1 (the "Proposal"), in response to Highway Maintenance Agreement for The District of Sooke for Proposals Highway Maintenance Contract 2019-2024 (the "RFP"), which RFP has a closing date of the 23th day of August, 2019 (as this closing date may be amended from time to time by the Oblige by addenda).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the Proposal accepted, within 180 days from the closing date of the RFP, the said Principal will, within the time required, enter into a formal contract and give the specified security, and to secure the performance of the terms and conditions of the Highway Maintenance Agreement, then this obligation shall be null and void; otherwise the Principal and the Surety or Co-Sureties, as the case may be, will pay unto the Oblige the difference in money between the amount of the Proposal of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety or Co-Sureties shall not be liable for a greater sum than the specified penalty of this Bond Amount.

Any suit under this Bond must be instituted before the expiration of seven months from the date of this Bond.

If this Bond is issued by Co-Sureties, then the Co-Surety that signs the first signature block on this Bond shall be designated as the "Lead Surety" for the purposes of this Bond and the Co-Sureties hereby jointly and severally irrevocably: appoint and authorize the Lead Surety to act as the sole representative of and agent for the Co-Sureties, and with authority to bind the Co-Sureties, in all dealings and matters between the Co-Sureties and the Oblige arising from or relating to this Bond, including without limitation the receipt on behalf of the Co-Sureties of a written notice, of any demand or draw on this Bond issued by the Oblige and in the investigation, payment, compromise, settlement and defence of any claims, demands and draws on, arising from or related to this Bond; and, agree and acknowledge that the Oblige shall be entitled to assume that any act done, document executed or entered into or waiver given by the Lead Surety to the Oblige arising from or related to this Bond has been duly

SEAL

Consent of Surety - Specimen

DATE:

NO:

WHEREAS _____ as Principal has submitted a written Proposal to The District of Sooke as Obligee dated the _____ day of _____, **20__**, concerning: the provision of highway maintenance services 2019-2024 pursuant to the terms of the Contract forming part of the Request for Proposals issued by the Obligee, and the condition of this obligation being that if the Obligee awards a **Highway Maintenance Agreement** to the Principal in connection with the Request for Proposals process, we, **(Name of Surety)**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada, agree to issue as Surety for the Principal the following bond(s) with respect to the Principal's obligations under the executed Highway Maintenance Agreement:

(1) A performance bond in the amount of 20% of the first years tendered price and containing terms and conditions matching those Article X - Security of the Highway Maintenance Contract 2019-2024 document forming part of the Request for Proposals.

This consent shall be null and void unless an application for the said bond(s) is made within **sixty (60) days** following the award of the Highway Maintenance Agreement to the Principal.

(Name of Surety)

(Seal)

Attorney - In - Fact