



THE CORPORATION OF THE CITY OF WINDSOR  
OFFICE OF THE CITY SOLICITOR

ALEX VUCINIC

Manager of Purchasing

Elaine Castellan

Purchasing Supervisor

(519) 255-6272

TELEPHONE NUMBER

ADDENDUM NO. 1  
TENDER NO. 157-18  
2019 GOYEAU GARAGE 1 – BEAUTIFICATION PROJECT

December 21, 2018

This addendum amends and forms part of the Tender Documents. The bidder shall insert the addendum behind the cover page of the Tender Documents.

**PLEASE NOTE: The closing date has been extended to ELEVEN-THIRTY FIFTY-NINE (11:30:59) A.M. (E.S.T.), FRIDAY, JANUARY 25, 2019.**

**QUESTIONS/ANSWERS:**

**Question #1:** On drawing GOY-A1 it shows walls with thick bolded hatch lines are to have Allguard Graphics. On the same drawing there are some Allguard Graphics noted along the Entrance and Exit Ramps that do not have the thick bolded lines. Are the Allguard Graphics required in this Area?

**Answer:** There are no graphics in the entrance or exit ramps.

**Question #2:** Confirm the warranty period is 5 years (section 2.22), but the maintenance period is 12 Months (Section 2.2).

**Answer:** Specifications indicate:

- a) a one year GC maintenance period after date of substantial completion of these projects
- b) BASF Masterseal Traffic 2500 five (5) year Labour and Material Warrantee (See enclosure)
- c) DOW Allguard finish ten (10) year labour and Material Warrantee (See enclosure)

**Question #3:** On the Pelissier drawings there is a note to remove the Elevator Call buttons to install wall tile. Do the Goyeau drawings show the same?

**Answer:** Both Goyeau and Pelissier have notes on drawings indicating elevator lobby hall side elevator floor indicators and hall side elevator call stations will be temporarily removed for wall ceramic tile placement and reinstalled as required for both garages.

**REVISIONS TO DRAWINGS:**

LPMA PEL drawings for West Elevation Led signage on entrance/exit notes ex LED signed installed in 2017 by Acme Signs, was a misprint. This should read Action Signs:



Except for the contents of this addendum, all other terms and conditions of this tender remain the same.

***END OF ADDENDUM NO. 1***

Yours truly,

**THE CORPORATION OF THE CITY OF WINDSOR**

Elaine Castellan  
Purchasing Supervisor

EC/jm

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**ADDENDUM NO. 1  
TENDER NO. 157-18  
2019 GOYEAU GARAGE 1 – BEAUTIFICATION PROJECT**

**December 21, 2018**

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I hereby acknowledge receipt of Addendum No. 1 to the Tender No. 157-18 (8 pages).

The information contained therein is hereby noted and account of same will be taken in our tender cost.

This information was received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Company Name

**\*NOTE: You are required to acknowledge this addendum with your TENDER submission.**

**PLEASE FAX BACK TO (519) 255-9891 OR E-MAIL @ [purchasing@citywindsor.ca](mailto:purchasing@citywindsor.ca) SIGNED  
ACKNOWLEDGEMENT SHEET ASAP**

**Attn: Purchasing Department**

<b>Project Site</b>	
Name:	Sample
Address:	Sample
City:	Sample
State:	Sample
Date of Application:	December 20, 2018
Applicator Name:	Sample
Purchaser Name:	Sample

*This Is To certify that the above named product has been applied To the area described In the Project Site above. This warranty makes no allowance For deviations Or omissions From the information provided In the on-line application. Any misrepresentation Or fraudulent statement In the application For Limited Warranty renders the Limited Warranty void.*

BASF Corporation (hereinafter BASF) Construction Systems, 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the MasterSeal® Traffic 2500 (the “Product”) as manufactured satisfies the product performance criteria under the terms specified in the current MasterSeal® Traffic 2500 product data sheet. The current product data sheet can be obtained at [www.master-builders-solutions.basf.us](http://www.master-builders-solutions.basf.us). Any claims brought against BASF relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) BASF must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to BASF shall be in writing within 30 days of the occurrence; (ii) BASF is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The BASF supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by BASF for the BASF materials supplied to the referenced project.

**EXCLUSIONS:**

This warranty does not apply, and BASF makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non BASF materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color-fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and BASF makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. BASF will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

**REMEDIES:**

The holder's sole and exclusive remedy and BASF's liability shall be limited to:

Providing MasterSeal® Traffic 2500 in sufficient quantity and compensation for the labor to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of BASF. All other costs associated with the replacement of the product are the sole responsibility of the holder. BASF's liability is limited to the original amount to install the BASF product supplied.

Holder and BASF specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the

state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

#### GENERAL LIMITATIONS

This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, BASF disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. BASF SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. BASF does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. BASF reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.



**DOWSIL™ ALLGUARD SILICONE ELASTOMERIC COATINGS  
LIMITED WARRANTY**

**Project**

Project Name:

Project Address:

**Dow Silicones Corporation**

Dow Silicones Corporation

2200 W. Salzburg Road

Auburn, Michigan 48611

United States

(hereafter referred to as "DOW")

**Warranty Recipient / Contractor**

**Building Owner**

Applicable terms and conditions on the following pages.



## DOWSIL™ ALLGUARD SILICONE ELASTOMERIC COATINGS LIMITED WARRANTY

**Warranty Number:**

**Warranty Effective Date:**

**Warranty Duration:** 10 years  
**hereafter referred to as “Warranty Duration Period”**

**DOWSIL™ Product(s):** DOWSIL™ AllGuard Elastomeric Coating  
**hereafter referred to as “DOWSIL™ Product”**

Thank you for selecting DOWSIL™ brand silicone products for your project. The DOWSIL™ AllGuard Silicone Elastomeric Coating is designed to provide above grade, through-water penetration protection when properly applied to sound surfaces. As with all high performance products, depending on building location and design features, periodic maintenance and cleaning may be required to maintain appearance.

When tested and installed as outlined in Section A below, DOW warrants to you, the Building Owner, that the DOWSIL™ AllGuard Silicone Elastomeric Coating indicated above will not suffer through water penetration for the Warranty Duration Period from the Warranty Effective Date.

### A. GENERAL REQUIREMENTS

In order to obtain this warranty, the building owner is responsible to ensure:

- a. The DOWSIL™ product is applied in strict compliance with DOW's published or electronic recommended application procedures, and in accordance with any project specific recommendations from DOW.
- b. The DOWSIL™ product is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in the DOW Surface Preparation Guide which is available in published or electronic form).
- c. The DOWSIL™ product is applied within its stated shelf life.
- d. Field adhesion tests are made, documented, retained and submitted to DOW upon written request as outlined in the DOW Field Adhesion Test Procedure in order to confirm adhesion under site conditions.



## DOWSIL™ ALLGUARD SILICONE ELASTOMERIC COATINGS LIMITED WARRANTY

### B. LIMITATIONS

This warranty specifically excludes failure of the sealant due to:

- a. Faults attributable to workmanship including but not limited to (improper surface preparation, use of non-approved materials, insufficient coating thickness, or deviation from DOW recommended application procedures).
- b. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- c. Improper installation.
- d. Movement of the structure resulting in stresses on the coating which exceed DOW's published specifications for elongation and/or compression for the coating, including but not limited to structural settlement, design error, or construction error.
- e. Use on single-family residential structures.

And does not cover damage to, or failure of, the coating due to:

- a. Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, peeling, structural defects, faulty construction materials, or building joints requiring caulking, sealing, or repointing).
- b. Mechanical damage caused by, including but not limited to, surface abrasion, individuals, tools, vandalism, or other outside agents.
- c. Changes in the appearance of the coating including but not limited to, natural weathering (whitening, chalking, fading, staining), the accumulation of dirt or other contaminants deposited on the coating from the atmosphere, or from incompatible substrates.

This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, coatings, substrates, or the environment/location in which the sealant and/or coating is installed or applied, including but not limited to:

- a. Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- b. Removal or disposal of the existing sealants and/or coatings.
- c. Removal or disposal of DOWSIL™ silicone sealants and/or coatings after installation.

DOWSIL™ sealants are not intended for encapsulating any hazardous materials.

DOW's warranty does not cover faults attributable to workmanship.





## **DOWSIL™ ALLGUARD SILICONE ELASTOMERIC COATINGS LIMITED WARRANTY**

This warranty will be null and void if DOW or the DOW distributor has not received payments for the products used.

### **REMEDIES**

In the event of a claim under this warranty, you must notify DOW within 30 days of the claimed defect and provide DOW with the opportunity to inspect. DOW shall, for the Warranty Duration Period from the Warranty Effective Date, be responsible for the cost of replacement coating and for the cost of labor, up to a maximum of five (5) times the cost of the replacement coating, to make any warranty-related repairs.

**DOW SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by DOW to the new Owner. DOW must be notified in writing at time of sale to the new Owner. DOW must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the DOWSIL™ product(s). If these conditions are not met, then this warranty will be rendered null and void.

The product is sold to you upon and subject to DOW's standard Terms and Conditions of Sale or supply agreement, as applicable (collectively, the "Standard Terms"). However, to the extent there may be a conflict between the terms of any warranty in the Standard Terms and the provisions of this warranty, the provisions of this warranty shall prevail. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Silicones Corporation.

For questions on this or any other warranty you have with Dow Silicones Corporation, please contact the Warranty Administration Department at [construction.warranty@dow.com](mailto:construction.warranty@dow.com).