



**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. 2  
TENDER NO. 61-20  
EC ROW WESTBOUND RECONSTRUCTION – DOUGALL TO DOMINION**

**June 9, 2020**

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

**REVISIONS TO SPECIFICATIONS:**

**Instruction to Bidders, Appendix “A” – Mandatory Contract Terms**

**2. LIQUIDATED DAMAGES**

It is understood and agreed that the Contractor will not commence or proceed with the Work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation’s City Engineer before the expiration of 70 Working Days from receipt of an order in writing from the City pursuant to the above paragraph (the “Contract Time”) and subject always to the liquidated damages provisions. For greater clarity the Contractor shall pay the Corporation the sum of Two Thousand Dollars (\$2,000.00) for liquidated damages for each and every Working Day’s delay beyond the 70 Working Days from the Contract Time.

The Owner may deduct any amount due under liquidated damages from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of sub-contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of Change Order or Change Directive, the deadline shall be increased or decreased as determined by the Owner.

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

***END OF ADDENDUM NO. 2***

Yours truly,

**THE CORPORATION OF THE CITY OF WINDSOR**

*Elaine Castellan*

Elaine Castellan  
Purchasing Supervisor

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**June 9, 2020**

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I hereby acknowledge receipt of Addendum No. 2 to the Tender No. 61-20 (3 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 E-MAIL @ [purchasing@citywindsor.ca](mailto:purchasing@citywindsor.ca) SIGNED ACKNOWLEDGEMENT SHEET  
ASAP**

**Attn: Purchasing Department**