



# 588-2005 ADDENDUM 1

## PROVISION OF GROUNDS MAINTENANCE, WINNIPEG BIOSOLIDS STORAGE FACILITY

### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

ISSUED: November 30, 2005  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.**

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### **PART B – BIDDING PROCEDURES**

Add B3.2 as follows:

- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

Revise B8.1.1 to read:

- B8.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable. Items No. 4 and 5 on Form B: Prices shall include applicable Manitoba Retail Sales Tax (MRST, also known as PST).

Add B13.1 (d) as follows:

- (d) economic analysis of any approved alternative pursuant to B15.

Add B15. SUBSTITUTES as follows:

#### **B15. SUBSTITUTES**

- B15.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B15.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B15.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B15.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B15.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B15.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B15.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B15.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B15.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B15.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **PART D – SUPPLEMENTAL CONDITIONS**

Add D2.3 and D2.4 as follows:

- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2005.
- D3.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

Revise D12.3 to read:

- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each maintenance season within fifteen (15) Calendar Days of the end of that period, usually November 30<sup>th</sup> of each year.

Revise D13.1 to read:

- D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit **a monthly** invoice for the Work performed pursuant to each order.

Revise D13.2 to read:

- D13.2 Further to D6.3, the Contractor shall submit the monthly invoices to the Contract Administrator identified in D4.1.

## **PART E – SPECIFICATIONS**

Add E1.2 as follows:

- E1.2 Requests for Substitutes as an approved equal or an approved alternative shall be made in accordance with B15.

Revise E2.6.1 to read:

- E2.6.1 The Contractor shall apply the herbicide “Killex (Double Strength)” or “Par III”, or “Trimex”, or “Premium 3-Way” or approved **substitute** to all grassed areas including the storage pad dikes and roadways whenever necessary:
- (a) the grassed areas are to be kept weed free;
  - (b) herbicide shall be applied a minimum of two (2) times annually, the first time when the dandelion plant growth starts blooming and again in late August or early September;
  - (c) the herbicide shall be mixed in clean water (water for mixing must be hauled in by the Contractor) as per manufacturer’s specifications and applied at a rate of 5.5 litres of herbicide per hectare;

Revise E2.6.2 to read:

- E2.6.2 The Contractor shall apply the herbicide “Roundup” or “Factor” or approved **substitute** around ALL trees on the Site:
- (a) if the herbicide is applied around any of the trees it shall be applied to a 40 cm radius around the base at the start of the growing season;
  - (b) the Contractor **MUST** apply the herbicide “Roundup” or “**Factor**” or approved equal along the entire length of fence to a distance of 45 cm on both sides of the fence;
  - (c) the herbicide shall be mixed and applied in accordance with the manufacturer’s specifications.

Add E2.6.4 as follows:

- E2.6.4 The Contractor shall supply clean water for use in herbicide mixing. Such water must be hauled in by the Contractor.

Add E3. LOCATION AND SCHEDULE OF WORK as follows:

### **E3. LOCATION AND SCHEDULE OF WORK**

- E3.1 Work shall be performed on an “as required” basis during the term of the Contract at City of Winnipeg Biosolids Storage Facility located on 99.4 hectares of land in the Rural Municipality of West St. Paul and Bordering PTH 101 and PTH 8. The total grassed area is approximately 29 hectares. There are approximately 1200 trees and one large shrub bed (kept weed free) in the area to be maintained.
- E3.1.1 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.