



440-2007 ADDENDUM 1

SUPPLY AND DELIVERY OF COLD WATER METERS 5/8" INCH STANDARD REGISTER

URGENT

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

ISSUED: September 21, 2007
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20070419

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.

PART B – BIDDING PROCEDURES

Revise: B9 to read:

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

Representative Sample

- B9.6 The Bidder shall submit, within twenty (20) Business Days of a request by the Contract Administrator, a sample for detailed inspection and approval.
- B9.7 Should the Bidder not submit a sample that meets the approval of the Contract Administrator, the bid may be determined to be non-responsive in accordance with B13.2.
- B9.8 The sample if required shall be fully assembled when sent to the Contract Administrator.
- B9.9 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.
- B9.10 The detailed inspection, testing and approval will be based upon meeting the requirements of the specifications in the Bid Opportunity document.
- B9.11 Upon completion of testing and inspection the Contract Administrator will communicate to the Bidder that the pre-production sample has been:
- (a) approved as submitted;
 - (b) approved subject to changes; or
 - (c) rejected and must be resubmitted.
- B9.12 Where the Contract Administrator has requested the sample be modified and re-submitted, in accordance with the specifications of the Bid Opportunity document, the Bidder shall:
- (a) re-submit the modified sample within ten (10) Business Days unless otherwise directed by the Contract Administrator;
 - (b) notify the Contract Administrator, in writing, of any changes to the sample other than those requested;
 - (c) be responsible for all freight costs associated with the delivery and return of samples.

PART D – SUPPLEMENTAL CONDITIONS

Delete: D7.

Add: D10. **COMPLAINEE**

D10.1 Meters shall conform to The American Water Works Association (AWWA) Standard C700-95 "Standard for Cold Water Meters - Displacement Type, Bronze Main Case including Appendix A and Appendix B - Supplemental Information. If there is any inconsistency between any clause contained in the aforementioned AWWA Standard and any clause contained in this specification, this specification shall prevail.

D10.2 The Contractor shall provide an affidavit of compliance (AWWA C700-95, Sec.6.3) within ten (10) Working Days after award of Contract to the Contract Administrator identified in D4.1.

Page numbering and clause numbering on some forms may be changed as a result.

PART E – SPECIFICATIONS

Delete: E.2

Delete: E.3