



873-2013 ADDENDUM 3

SUPPLY AND DELIVERY OF HIGH RATE CLARIFICATION EQUIPMENT FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING / EXPANSION PROJECT

ISSUED: February 14, 2014
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URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: AR20131129

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART B – BIDDING PROCEDURES

- Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg, Manitoba, local time, February 21, 2014
- Revise: B10.1 to read: The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

PART D – SUPPLEMENTAL CONDITIONS

- Add: D1.2 Notwithstanding C6.1, Except as otherwise provided in the Contract, the Contractor shall be solely responsible for means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in conformity with the Contract.
- Add: D1.3 Notwithstanding C6.7, The Contractor shall perform, complete and maintain the Work in accordance with the Contract.
- Add: D1.4 Notwithstanding C6.4, the Contractor shall be responsible for any aspects of the Work not explicitly set out in the Contract, but which may be reasonably implied for the proper completion of the Work.
- Add: D1.5 Further to C8.3, upon receipt of Form 100 Certificate of Equipment Delivery, physical damage to the Goods will be insured by the City for 100% of the purchase price on the City's all risk property insurance policy.
- Add: D1.6 Notwithstanding C8.4, the Contractor shall, at his own cost, supply and deliver the completed Work in accordance with the provisions of the Contract.
- Add: D1.7 Notwithstanding C9.5, if the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, the City shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
 - (a) if the Contract Administrator determines that the Work or any portion thereof, including any material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose specified, the Contract Administrator may direct the Contractor to repair, redo, replace or otherwise remedy the defect or deficiency;

(b) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the City may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.

- Revise: D8.1(a) to read: commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, and products and completed operations cover, to remain in place at all times during the performance of the Work and the warranty period;
- Clarification of D8.1(a): The \$5,000,000 limit may be satisfied by a combination of primary and umbrella liability policies.
- Revise: D8.1(b) to read: if applicable, Automobile Liability Insurance covering all motor vehicles, owned or non-owned, and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- Add: D13.6 Further to C6.32, the Contractor's obligation under C6.32 shall not duplicate compensation for the obligations under D13.
- Add: D17.3 Further to C11, this warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Contractor's written instructions and requirements or due to accident, misuse, abuse, neglect.
- Add: D18. INDEMNITY
- Add: D18.1 Further to C15.1, to the extent and proportion of its negligence, the Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract Price against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor..