



# 1109-2017 ADDENDUM 3

## PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES

### **URGENT**

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

ISSUED: January 31, 2018  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20160708

**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: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **February 5, 2018**.

### **PART D – SUPPLEMENTAL CONDITIONS**

Revise: D2.1 to read: The Work to be done under the Contract shall consist of removal of Dutch elm diseased trees for the period of date of award until December 31, 2018 with the option of three (3) mutually agreed upon one (1) year extensions.

Add: D2.1 (a) to read: The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

Add: D2.1 (b) to read: Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

Revise: D2.1.1 Contractor's Work Completion and Invoicing Period: from the Date of Award to the 2<sup>nd</sup> Friday in December of the respective year.

(a) December 14, 2018

(b) December 13, 2019

(c) December 11, 2020

Revise: D2.1.2 City's Final inspection period: last 2 weeks in December of the respective year

(a) December 15 to December 31, 2018

(b) December 14 to December 31, 2019

(c) December 15 to December 31, 2020.

Add: D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

Add: D12.3 In the event that contract extensions are taken, existing Performance Security can be adjusted for the amount of trees expected to be pruned or removed in that year.

Add:

**D37. COOPERATIVE PURCHASE**

D37.1 The Contractor is advised that this is a cooperative purchase.

D37.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D37.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D37.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D37.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D37.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D37.4 and D37.5 will apply.

D37.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D37.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.