

## 203-2018 ADDENDUM 1

### 2018 SEWER INSPECTIONS

#### **URGENT**

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

ISSUED: March 20, 2018  
BY: Chris Mitchell  
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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 10 of Form A: Bid may render your Bid non-responsive.**

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#### **BID OPPORTUNITY – COVER PAGE**

Revise: Note to Bidders to read: **Please be aware of revisions to B15.4.**

#### **PART A – BID SUBMISSION**

Replace: 203-2018 Bid Submission with 203-2018 Addendum 1 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form A(R1): Revise Clause 6. Bid Security.

Form G1(R1): Revise reference at top of page to read B14.

Form G2(R1): Revise reference at top of page to read B14.

#### **PART B – BIDDING PROCEDURES**

Revise: B7.8 to read: If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B18.

Revise: B8.6 to read: Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B18.1(a).

Revise: B12.3 to read: In connection with its Bid, each entity identified in B12.2 shall:

Revise: B12.4 to read: Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City’s waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- Revise: B12.5 to read: Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- Revise: B12.5(c) to read: disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- Revise: B13.4 to read: Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- Revise: B14.2.1 to read: Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B14.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- Revise: B17.1.3(c) to read: if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.
- Revise: B17.2 to read: A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.
- Revise: B18.1(b) to read: qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- Revise: B18.2 to read: Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- Revise: B18.3 to read: Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- Revise: B18.4 to read: Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- Revise: B18.4.1 to read: Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- Revise: B19.2.1 to read: Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- Revise: B19.3 to read: Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

## **PART D – SUPPLEMENTAL CONDITIONS**

- Revise: D10.3 to read: Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

Revise: D12.2 to read: If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B14.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

Revise: D25.1 to read: Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.