



554-2023 ADDENDUM 3

SUPPLY AND DELIVERY OF UV DISINFECTION LAMPS AND PARTS

URGENT

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

ISSUED: March 8, 2024
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID/PROPOSAL AND SHALL FORM
A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2021-03-05

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 pm. Winnipeg time, **March 15, 2024.**

FORM B: PRICES

Replace: 554-2023 Form B: Prices with 554-2023 Addendum 3 - Form B(R1): Prices. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

Form B(R1): **Delete Items No. 6, 7, 20 and 21.**

Revised Quantities for Item 12

Revised Description for Section A Items 19

Revised Description for Section B Item 3

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

PART C – GENERAL CONDITIONS

Delete: C9.1

Delete: C9.2

Delete: C9.14

Delete: C9.15

Revise: C15.1 to read: The Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), 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, their 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.

Delete: C15.2

Delete: C15.3

Delete: C15.4

Delete: C17.9

Delete: C17.11

Delete: C17.13

PART D – SUPPLEMENTAL CONDITIONS

Revise: D19.1 to read: Notwithstanding C11, the warranty periods shall begin as specified on the date of delivery or as specified in E2. Goods in the description of each item. The warranty shall expire one (1) year or as specified E2. Goods in the description of each item, thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

Delete: D19.1.1

Delete: D19.1.2

PART E – SPECIFICATIONS

Add: E2.2.1(a) The warranty period shall begin on the date shipment and shall expire in three (3) years or after twelve thousand (12,000) hours of operation and prorated after six thousand (6,000) hours of operation whichever occurs first.

Add: E2.2.1(b) Should the lamp fail within the first six thousand (6,000) hours of operation the contractor shall provide the City with a replacement lamp free of charge.

Add: E2.2.1(c) Should the lamp fail after six thousand (6,000) hours and prior to twelve thousand (12,000) hours of operation, the Contractor shall provide the City with a replacement lamp at a prorated price. The following formula shall be used to determine the pro-rated lamp price.

- Add: E2.2.1(d) Replacement Lamp Price = (Lamp Operating Hours) / (12,000 x Lamp Original Purchase Price)
- Add: E2.2.2(a) The warranty period shall begin on the date of delivery and shall expire in three (3) years. Replacements will be provided by the contractor at a prorated cost after one (1) year.
- Add: E2.2.4(a) The warranty period shall begin on the date of delivery and shall expire in ninety (90) days.
- Delete: E2.2.6
- Delete: E2.2.7
- Revise: E2.12 to read: Item No. 12 – UV cooling fan shall be compatible with Trojan UV 4000 & Trojan UV 4000 plus systems and provided in bundles of thirty six (36).
- Revise: E2.19 to read: Item No. 19 – UV wiper retaining ring shall be compatible with Trojan UV 4000 & Trojan UV 4000 plus systems and provided in bundles of twenty-five (25).
- Delete: E2.2.20
- Delete: E2.2.21
- Revise: E2.3.1 to read: Item No. 1 – UV lamp assembly shall be compatible with a TrojanUVSigna system and provided in bundles of eighteen (18).
- Add: E2.3.1(a) The warranty period shall begin on the date shipment and shall expire in three (3) years or after fifteen thousand (15,000) hours of operation and prorated after nine thousand (9,000) hours of operation whichever occurs first.
- Add: E2.3.1(b) Should the lamp fail within the first nine thousand (9,000) hours of operation the contractor shall provide the City with a replacement lamp free of charge.
- Add: E2.3.1(c) Should the lamp fail after nine thousand (9,000) hours and prior to fifteen thousand (15,000) hours of operation, the Contractor shall provide the City with a replacement lamp at a prorated price. The following formula shall be used to determine the pro-rated lamp price.
- Add: E2.3.1(d) Replacement Lamp Price = (Lamp Operating Hours) / (15,000 x Lamp Original Purchase Price)
- Add: E2.3.1(a) The warranty period shall begin on the date of shipment and shall expire in three (3) years. Replacements will be provided by the contractor at a prorated cost after one (1) year.
- Revise: E2.3.3 to read: E2.3.3 Item No. 3 – UV quartz sleeves shall be compatible with a TrojanUVSigna system and provided in bundles of eighteen (18).
- Revise: E4.1 to read: E4.1 The Contractor shall pick up all used Goods containing hazardous materials on an “as required” basis during the term of the Contract, from City sewage treatment plants indicated in E6 Locations.
- Revise: E5.1 to read: The Contract Administrator or designate shall inform the Contractor of the Goods being returned **due to defects or damaged during shipment**. The Contractor shall provide the Contract Administrator or designate with return material authorization including shipping instructions within five (5) Calendar Days of the request.

Add: E5.1.2 The items listed below are consumables and exempt from 5.1:

- (a) E2.2.4 Item No. 4 – UV pressure relief valve
- (b) E2.2.10 Item No. 10 – UV wiper seal
- (c) E2.2.11 Item No. 11 – UV wiper seal bearing
- (d) E2.2.19 Item No. 19 – UV wiper retaining ring

Revise: E6.1 to read: E6.1 Table A – Delivery and Pick Up Locations

NORTH END SEWAGE TREATMENT PLANT (NEWPCC)

2230 MAIN STREET

WINNIPEG MB R2V 4T8

SOUTH END SEWAGE TREATMENT PLANT (SEWPCC)

100 ED SPENCER DRIVE

WINNIPEG MB R2N 4G3

QUESTIONS AND ANSWERS

Q1: Pricing no longer includes freight. Freight prices have become too widely varying for me to include pricing for a year in the future. All pricing will need to be freight extra going forward. This is due to some of the items in Form B that are no longer available from the manufacturer and may cause undue liabilities to the contractor.

A1: This has been addressed by the removal of such items in the Form B (R1) and the corresponding E2. Goods item references. Tenders released by the City require unit pricing that includes freight to allow for comparison of competitive bids.

Q2: Warranty is different for each item on the supply list. Blanket 1 year warranty is not applicable.

A2: This has been addressed in Addendum 3, the warranty clause for D19. has been revised to state a 1 year warranty on all items and the variances in warranty periods are now specified in E2. Goods under the specific items description.

Q3: I will not be on hand to offload delivered goods.

A3: Contractors are not required to be on site to offload goods, the clauses stated in D11 are for illustrating the receiving requirements at the Sewage Treatment Plants. It is the Contractor's responsibility to secure a delivery service that can comply to these requirements.

Q4: Not all goods are returnable, some items are consumables.

A4: This has been addressed in the E5.1.2 revision above.

Q5: The contractor will not cover freight unless goods are faulty.

A5: This has been addressed in the E5.1 revision above.

Q6: The WEWPCC does not have a UV treatment system.

A6: References to the West End Water Pollution Control Center have been removed.