



680-2008 ADDENDUM 2

PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

URGENT

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

ISSUED: January 27, 2009
BY: Debbie Shkolny
TELEPHONE NO. (204) 986-2249

**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 9 of Form A: Bid may render your Bid non-responsive.

PART A – BID SUBMISSION

Replace: 680-2008 Bid Submission with 680-2008 Addendum 2 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

- Form A(R1): Paragraph 5 revised to add (RI)
- Form B(R1): Added "Annual" to read: Approx. Annual Qty.; and "TOTAL ANNUAL BID PRICE"
- Form G1(R1): Replaced Bid Bond (Page 1 of 2) and Agreement to Bond (Page 2 of 2) as "Annual" was added to read: Total Annual Bid Price.
- Form G2(R1): Replaced Bid Security to change (on Page 2 of 2) the expiration date of the Standby Letter of Credit; and to change Contract Price to read: Total Annual Bid Price

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

PART B – BIDDING PROCEDURES

Revise B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, February 2, 2009.

Revise B6.8 to read: If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total **Annual** 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 B16.

Revise B6.9 to read: No later claim by the Contractor for an addition to the Total **Annual** Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

Replace B7 Bid Submission in its entirety with the following:

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
 - (a) Form A(R1): Bid;

- (b) Form B(R1): Prices;
- (c) Bid Security
 - (i) Form G1(R1): Bid Bond and Agreement to Bond, or
Form G2(R1): Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 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 B16.1(a).
- B7.7 Bids submitted by **facsimile transmission (fax)** or internet electronic mail (e-mail) **will not be accepted.**
- B7.8 Bids shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

Revise B12.1 (a), (b) and (c) to read:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total **Annual Bid Price**, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1(R1): Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total **Annual Bid Price**, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2(R1): Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total **Annual Bid Price**, drawn on a bank or other financial institution registered to conduct business in Manitoba.

Revise B12.1.1 to read:

- B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total **Annual Bid Price** submitted.

Revise B13.2 to read:

- B13.2 Following the Submission Deadline, the names of the Bidders and their **TOTAL ANNUAL BID PRICE** (unevaluated, and pending review and verification of conformance with requirements) will be available on the

Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

Revise B16.1 (c) to read:

(c) Total **Annual Bid Price** and;

Replace B16.4 with the following:

- B16.4 Further to B16.1(c), the Total **Annual Bid Price** shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 If there is any discrepancy between the Total **Annual Bid Price** written in figures, the Total **Annual Bid Price** written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B16.4.2 Further to B16.1(a), in the event that a unit price is not provided on Form B(R1): 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.

PART D – SUPPLEMENTAL CONDITIONS

Replace D8. PERFORMANCE SECURITY with the following:

D8. PERFORMANCE SECURITY

- D8.1 The Contractor shall provide and maintain performance security until one (1) month from the total performance of the Contract in the form of:
- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba, in the forms attached to these Supplemental Conditions (Form H1(R1): Performance Bond); the first (“Initial Performance Security”) for three years in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract, and subsequent performance bonds (“Renewal Performance Security”). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2 (R1): Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2 (R1): Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract; or
 - (c) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract.
 - (i) Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D8.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D8.3 Renewal of Performance Security

Further to D8.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) Calendar days prior to the expiry of the current Performance Security.

Add D18 WARRANTY as follows:

D18. WARRANTY

D18.1 Notwithstanding C12, the Contractor shall, at his sole cost and expense, maintain the Work against any and all claims or deficiencies or otherwise which may arise for a period of one (1) month from the end of the Contract.

D18.2 Notwithstanding C12, the warranty period shall begin on the date of Total Performance and shall expire one (1) month thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder. The Contract Administrator shall, on being satisfied that all outstanding deficiencies have been corrected, indicate acceptance of the due performance of the Contract to the Contractor.

FORM H1(R1): PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 680-2008 Addendum 2

PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first three (3) years of the Contract;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H1(R1): PERFORMANCE BOND – RENEWAL PERFORMANCE SECURITY
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 680-2008 Addendum 2

PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof for the period from _____ (DD/MM/YY) to and including _____ (DD/MM/YY).;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2(R1): IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D8)**

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 680-2008 Addendum 2
PROVISION OF PUMPING, HAULING AND DISPOSAL OF LEACHATE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)