

**SUPPLY AND DELIVERY OF MAJOR WTP EQUIPMENT
FOR THE VILLAGE OF LYTTON**

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Issued: FEBRUARY 16, 2017

ADDENDUM # 1

- 1.0 PRECEDENCE** .1 This addendum, Addendum # 1 shall be read in conjunction with all “Supply And Delivery Of Major WTP Equipment For The Village Of Lytton” Tender and Contract Documents. Where conflicts or discrepancies between those, or other documents, and this addendum arise, this addendum shall take precedence.
- 2.0 SCOPE** .1 Addendum #1 is issued to define the process which must be followed for submitting alternate equipment, to update the process for payment, to rectify a misquoted contact phone number and limit the restocking fee which the Corporation will accept.
- .2 Addendum #1 comprises 3 pages.
- 3.0 INSTRUCTIONS** .1 Sign and date the last page of this addendum where indicated.
- .2 Return this addendum with the tender submission.
- 4.0 ALTERNATE BIDS** .1 This Clause updates the process for submitting a bid which does not carry the equipment nominated in the specifications.
- .2 Further to the following:
- Section 00200 Instructions to Tenderers, Clause 1.6,
 - Section 00430 Tender Form Supplements, Clause 1.1 and 1.2,
 - GC 35 Materials and Equipment Specified by Name,
 - Section 01330 Submittals Clause 1.6,
 - Section 11347 Potable Water UV Disinfection Equipment Clause 3.1
- Suppliers shall submit a bid which carries the specification nominated manufacturer’s equipment and conforming to the specifications – the ‘Conforming Bid’.
- .3 Should the Supplier wish to have alternate or substitute equipment considered, it may submit also a second bid carrying its nominated equipment, which will be reviewed in conjunction with its conforming bid. The tenders submission of the second bid must conform to the requirements for the tender generally but shall be clearly labeled “Alternate Bid”. If the Alternate Bid appears attractive to the Corporation, the Supplier will be required to provide sufficient technical information for alternate equipment to be assessed.

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5.0 PAYMENTS

- .1 This item updates the following:
 - Section 01200 Payment clause 2.2 Progress Payments
 - Section 00410 Offer
- .2 The supplier shall proceed with shop drawings on award notification
- .3 Following the process for the review and approval of shop drawings, the Supplier will be eligible for a total of 10% payment, except the applicable holdbacks will apply as described in Section 01200 and less the Indeterminant Items, unless otherwise agreed.
- .4 Should the contract terminate at this point, a total of 10% of the contract price, less the Indeterminant Items identified in line Item 5 of its Offer, shall be owed to the Supplier i.e. for completion of the shop drawing process.
- .5 Following the Engineer's notice to proceed, the Supplier shall commence with the process of fabricating, manufacturing, delivering the equipment, preferably in one shipment, but no more than three shipments.
- .6 Upon delivery, the Supplier will be owed 60% less prior payment, indeterminant items and holdbacks, in accordance with Section 01200 Payment. Payments thereafter will be made in accordance with Section 01200.
- .7 If after delivery, project funding is not approved, the Supplier shall, in coordination with the Village, return to the storage location to retrieve its equipment. At that time and in total, the Supplier will then be owed 10% for the shop drawing process, its identified percentage for restocking, any agreed Indeterminant Items and any holdbacks owing.

If the Supplier does not return the balance to the Corporation, which has been paid to it to that time and prior to retrieving its equipment, the Corporation shall become the owner of the delivered equipment with no further amount owing.

6.0 UV CONTACT #

- .1 This item amends Section 11347 Potable Water UV Disinfection Equipment: replace item 1.1.3 with following:

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The UV reactors shall be Trojan Swift D06, available from RAMTECH (403)-221-8585. Notwithstanding Clause 3.1 of Section 11347, this is the nominated equipment which must form the Supplier's base bid (Conforming Bid).

**7.0 MAXIMUM
RESTOCKING
FEE**

- .1 Further to Section 00410 Offer, Schedule 1, the Restocking fee, the maximum restocking fee which the Corporation will entertain is 15% of the tendered price, excluding taxes and Indeterminant Items and excluding items which have not yet been delivered.

**8.0 TENDER
CLOSING**

- .1 The tender closing date and time remain unchanged by this Addendum.
- .2 Return tenders no later than 2:00 PM local time on Wednesday, 1st March, 2017.

Addendum No. 1 received.

Name of Tenderer (please print)

Signature of Tenderer

****** END ADDENDUM #1 ******