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To: All Tenderers
Company: All Tenderers
Type: email
Date: April 13, 2017
File: 113101145

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4 page(s) total includes cover sheet. Original will NOT follow by mail.

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**Reference: CITY OF MOOSE JAW WASTEWATER TREATMENT SYSTEM UPGRADE
CONSTRUCTION OF INSULATED GEODESIC DOME COVERS
ADDENDUM NO. 3**

Attached is Addendum No. 3 for the above noted project.

Attachment: Addendum No. 3 (3 pages)

Please review the addendum, then sign, date and return this transmittal as indication of receipt of Addendum No.3.

Thank you.

Received by:

Signature of Representative

Date

Name of Representative

Name of Firm

Design with community in mind

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ADDENDUM NO. 3

Construction of Insulated Geodesic Dome Covers
Wastewater Treatment System Upgrade
City of Moose Jaw
Project Number 113101145

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Date: April 13, 2017

This Addendum varies the Contract Documents titled:

CONTRACT DOCUMENTS FOR

City of Moose Jaw Wastewater Treatment System Upgrade
Construction of Insulated Geodesic Dome Covers

Contract No. 113101145

This Addendum shall form part of the Contract Documents and is to be read, interpreted and coordinated with all other parts. The cost of all work contained herein shall be included in the Total Tender Price. The following revisions, clarifications and instructions supercede the information contained in the original specifications and drawings issued for the above-named project. **Bidders must acknowledge this Addendum in Clause T-7 of Section 00304, Tender Forms.**

RESPONSE TO TENDERER INQUIRIES

The closing date for the Tenders has been extended to 2:00 pm CST April 21, 2017.

GC ARTICLE 9. – INDEMNITY

Add GC Article 9.5

9.5 "The Third Party agrees to indemnify and save harmless Canada, Saskatchewan, the Recipient, their officers, servants, employees or agents from and against all claims, demands, loss expenditures, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- i. This Contract;
- ii. The performance of a contract or a breach of any term or condition of it by the Third Party, its officers, servants, employees or agents; or
- iii. Any omission or other willful or negligent act of the Third Party, their respective officers, servants, employees or agents.

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The Third Party agrees that nothing in this Contract is to be construed as authorizing the Third Party to contract for or to incur any obligation on behalf of Canada, Saskatchewan or the Recipient or to act as agent for them."

Question #1:

Page 1 of Invitation to tender indicates faxed tender amendments are not accepted. Instruction to Tenderers 00200 1.1.4 indicates that withdrawal or modification by fax is accepted. Please advise if fax modifications are accepted?

Response #1:

Fax modifications will not be accepted.

Question #2:

Instruction to Tenderers 00200 1.13.3 Novation Agreements indicates a letter of consent is in place confirming the supplier will issue bonding. Appendix 1 contains a copy of the supply tender form which indicates that a bid bond and letter of consent were not provided by Chemposite. We request a copy of the supply contract and letter of consent. This is to confirm that the supplier will provide bonding to the G.C. and the cost of same is included in their contract price.

Response #2:

The City is currently working with Chemposite to confirm that Chemposite will provide bonding to the G.C. and that the cost of the bonding is included in their contract price. At this time, please do not include any additional costs in the Tender bid for providing bonding for the Chemposite contract. If it is determined that the Contractor is responsible for providing the bonding a Change Order will be issued to compensate the Contractor for any additional expense. A copy of the supply contract will be provided to the successful contractor.

Question #3:

The supply tender form indicates in Schedule A that prices should not include GST, however the form is silent regarding PST. Advise if PST is included in the supply contract amount?

Response #3:

The City is currently working with Chemposite and reviewing the impact of the new financial regulations to confirm the how these effect the supply contract. The tenderers are instructed to exclude this element in their bid and if it is determined that PST will

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affect the work, a Change Order will be issued to cover the cost of PST in the construction contract.

Question #4:

What are the dumping requirements for the Hydro-Vaced material? Can it be dumped on site?

Response #4:

All hydrovaced material must be removed from site.

Question #5:

Would it be possible to submit a proposal via email?

Response #5:

No. Tenders must be submitted as per Section 00200, Instructions to Tenderers, item 1.1.1.