

627-2010 ADDENDUM 1

2010 ACTIVE TRANSPORTATION / INFRASTRUCTURE STIMULUS PROGRAM – SHERBROOK & ST. MATTHEWS BIKE LANES

URGENT

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

ISSUED: September 16, 2010
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20070419

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.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D9. to read:

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg, The Province of Manitoba and The Government of Canada including authorized officials and representatives of the aforementioned, added as an additional insured, such liability policy to a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractors' equipment), non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (i) Completed operations cover shall extent for a minimum of twenty-four (24) months beyond Total Performance date;
 - (ii) The policy shall provide coverage for the aforementioned entities as well as all contractors and consultants and their directors, officers, employees and agents. A wrap-up liability policy, covering the entire scope of the Work may be purchased in place of a commercial general liability policy;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) to be retained at all times during the performance of the Work and until the date of Total Performance; such insurance may be met through the commercial general liability cover where applicable;
- (c) Builder's Risk insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total construction costs; written in the name of the Contractor, The City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etcetera;
- (d) Any other insurances, carrying suitable limits and deductibles, as may be required to cover the scope of the Work.

D9.2 All Policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D9.3 Deductibles shall be borne by the Contractor.

- D9.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the site.
- D9.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.6 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.
- D9.7 The City shall have the right to alter the limits and /or coverage's as reasonably required from time to time during continuance of this agreement.

Added: D13.4 to read:

D13.4: The City intends to award this Contract by October 1, 2010.

D13.4.1: If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

Revise: D16.1 to read: The Contractor shall achieve Substantial Performance by October 29, 2010.

Revise: D17.1 to read: The Contractor shall achieve Total Performance by November 5, 2010.