



169-2013 ADDENDUM 4

STURGEON HEIGHTS COMMUNITY CENTRE SITE DEVELOPMENT PROJECT – 210 RITA STREET

URGENT

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

ISSUED: April 30, 2013
BY: Lou Chubenko
TELEPHONE NO. (204) 470-7881

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20130301

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

PART D – SUPPLEMENTAL CONDITIONS

- Add: D9.1 (d) an all risks equipment breakdown insurance policy, for the full replacement cost of mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, and miscellaneous electrical apparatus, as applicable.
- Add: D9.5 Should the Contractor hire a Subcontractor who is a consultant (herein referred to as a subconsultant) to work on the Project, the subconsultant shall provide Professional Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. The subconsultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after total performance or shall be endorsed to allow for a twenty-four (24) month claim reporting period after total performance.
- Add: D9.6 The deductible for D9.5 shall be borne by the subconsultant(s).
- Add: D9.7 The Contractor/subconsultant shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- Add: D9.8 The Contractor/subconsultant 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.
- Add: D9.9 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.
- Add: **D22. BUILDING MANITOBA FUND**
 - D22.1 Funding for the Sturgeon Heights Community Centre Outdoor Rinks Project is being provided to the City of Winnipeg by the Government of Manitoba ("Manitoba"). As required by the City's funding agreements with Manitoba, the Contractor must:
 - (a) properly account for the services or goods provided by the Contractor to the City in relation to the Project and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the

Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, applied on a consistent basis;

- (b) preserve all accounting records, financial documents, copies of contracts with other parties and other records relating to the Project until at least six (6) years after the date on which the Project was completed;
- (c) keep available for inspection and audit at all reasonable times during the Project and until at least six (6) years after the date on which the Project was completed, all records, documents and contracts referred to in this D22 Clause, for inspection and audit by Manitoba and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections and audits, to provide copies of and extracts from such records, documents or contracts upon request by the City, Manitoba or their respective representatives or auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City, Manitoba or their respective representatives or auditors, from time-to-time;
- (d) if *The Lobbyists Registration Act* (Manitoba) applies to the Contractor, represent and warrant that the Contractor has filed a return and is registered and in full compliance with the obligations of that Act, and a covenant that the Contractor will continue to comply for the duration of its contract with the City;
- (e) comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human right laws, in the course of providing the goods and services;
- (f) indemnify and save Manitoba and each of their respective Ministers, officers, servants, employees and agents harmless from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from the contract or from the goods or services provided, or required to be provided, by the Contractor, except those resulting from the negligence of any of Manitoba's Ministers, officers, servants, employees or agents, as the case may be;
- (g) consent to the City providing a copy of the Contract to Manitoba and its agents upon a request from Manitoba;
- (h) consent to the City carrying out inspections and audits of the Project and of the accounts and records of the Contractor and providing Manitoba and its agents with the results of the City's inspections and audits of the Work and of the Contractor's accounts and records.

PART E – SPECIFICATIONS

- Delete: E4.2 Where tree protection fencing is called for the Contractor shall install orange safety fencing with a minimum height of 1.2m using t-rail metal stakes at a maximum spacing of 2 m o.c. Safety fencing shall be securely fastened to the trail stake.
- Delete: E4.5 Tree protection shall be paid for at the rate identified for tree protection in item 1 Tree Protection Fence of Form B: Prices.
- (a) Said payment shall be 50% in the payment certificate following installation with the remaining 50% deemed to be for the maintenance of said protection for the duration of the construction and paid following removal of the protection and Total Performance.