



723-2021 ADDENDUM 2

PORTAGE AVENUE INTERCEPTOR SIPHON REPLACEMENT AT OMAND'S CREEK

URGENT

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

ISSUED: December 6, 2021
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Add 2021-03-05

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, December 9, 2021.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D12 to read:

D12. INSURANCE

D 12.1 The Contractor shall provide and maintain the following insurance coverage at all times:

(a) Commercial general liability insurance in the amount of at least two million dollars (\$2,000,000) inclusive with The City of Winnipeg to be added as an additional insured, with a cross liability clause, such liability policy to also contain contractual liability, unlicensed equipment liability, 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 ;

(b) If applicable, Automobile liability insurance covering all motor vehicles, owned and operations and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) An all risks installation floater carrying adequate limits to cover all supplies and/or materials intended to enter into and form part of any installation.

(d) An all risks property insurance policy to cover all machinery, equipment, tools and portable offices that may be owned, rented, leased or borrowed to be used in conjunction with the scope of the work.

(e) Contractors Pollution Liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims for:

- (i) Bodily injury;
- (ii) Property damage including diminution in value; and Natural Resource Damages;
- (iii) Clean-up;
- (iv) Transported cargo and non-owned disposal sites (blanket basis); and
- (v) Sudden and gradual pollution conditions including the further disruption of pre-existing conditions from the services rendered by the Contractor.

- D12.2 The Contractor shall ensure that all subcontractors performing Work on the Project provide evidence of insurances as outlined in D12.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work.
- D12.3 Deductibles shall be borne by the Contractor.
- D12.4 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D12.5 The Contractor shall not cancel, materially alter, or cause any such policy or policies to lapse without providing at least thirty (30) Calendar Days prior written notice of the Contract Administrator.
- D12.6 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.