



577-2009 ADDENDUM 2

SOUTHWEST RAPID TRANSIT CORRIDOR – STAGE 1: TRANSITWAY TUNNEL AT CN RIVERS SUBDIVISION MILEAGE 1.38 & ASSOCIATED WORKS

URGENT

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

ISSUED: October 28, 2009
BY: Dave Krahn, P.Eng.
TELEPHONE NO. (204) 453-2301

**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: **D10. INSURANCE** to read:

D10. INSURANCE

D10.1 The City shall provide and maintain the following Project Insurance Coverages:

- (a) Builder's Risk Insurance in the amount of one hundred percent (100%) of the total project cost;
- (b) Wrap-Up Liability Insurance in an amount of no less than 10 million dollars (\$10,000,000.00).

D10.1.1 Further to D10.1(a) and D10.1(b), the following shall apply:

- (i) The Contractor shall be responsible for deductibles up to \$50,000.00 maximum of any one loss;
- (ii) The City of Winnipeg will carry such insurance to cover all parties engaged in the Work in this Contract. Provision of this insurance by the City of Winnipeg is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City of Winnipeg remains with the Contractor;
- (iii) Wrap-Up Liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work, after which, if Total Performance has not been met, the responsibility for payment of further insurance premiums shall transfer to the Contractor. The City may reduce any payment to the Contractor by the amount of such further insurance premiums;
- (iv) Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of six (6) years following Substantial Performance of the Work.

D10.2 Responsibilities of the Contractor:

- (a) The Contractor shall provide and maintain automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00);

- (b) The Contractor is responsible for insuring equipment and tools used on the Project that may be owned, rented, leased or borrowed.

D10.2.1 Further to D10.2(a) and D10.2(b), the following shall apply:

- (i) Premiums and deductibles shall be borne by the Contractor;
- (ii) Policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;
- (iii) The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City;
- (iv) 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;
- (v) The Contractor shall provide the Contract Administrator with evidence of insurance at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract and said insurance shall be in the form of a Certificate of Insurance and shall be in a form satisfactory to the City Solicitor.

D10.3 Responsibilities of Others, including payment of premiums and deductibles:

- (a) All sub-contractors, consultants and sub-consultants engaged for the Project are responsible to provide and maintain Automobile liability insurance for owned and nonowned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00);
- (b) All sub-contractors, consultants and sub-consultants engaged for the Project are responsible for insuring equipment and tools used on the Project that may be owned, rented, leased or borrowed.