



116-2011 ADDENDUM 1

PROVISION OF HOURLY RATES FOR HIRED EQUIPMENT AND DUMP TRUCKS 2011-2012 CONSTRUCTION SEASON

URGENT

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

ISSUED: March 3, 2011
BY: Ed Smith
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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 8 of Form A: Bid may render your Bid non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D8 to read:

D8. INSURANCE

- D8.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) 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) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Contractors (i) not operating licensed equipment with attached apparatus and (ii) not operating unlicensed equipment will be allowed to provide coverage as detailed under D8.1 (b) only, provided that both conditions are met and that their insurance certificate clearly states that the "Excluding Operation of Attached Machinery Endorsement" does not apply to the operations of the Contractor. (Example: Under MOI Special Risk Extension this would be an SEF 30 Endorsement). All other provisions detailed in clauses D8.3 to D8.7 apply. The deletion of the Commercial General Liability requirement under clause D8.2 is not a recommendation by the City that a Contractor operate without CGL cover.
- D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D8.4 Deductibles shall be borne by the Contractor.
- D8.5 Deductibles must be expressly stated on the certificate of insurance and must not exceed \$5,000.00
- D8.6 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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.
- D8.7 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.