



447-2020 ADDENDUM 1

FLOOD MANUAL UPDATES

URGENT

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

ISSUED: August 27, 2020
BY: Diane Westra-Hanaback/for Travis Stephenson
TELEPHONE NO. 204 391-2675

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

Template Version: A20190115

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Revise B16.1.1 to read:

B16.1.1 Notwithstanding C16, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

Revise B17.4 to read:

B17.4 Further to B17.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B10.3.1 until a Total Bid Price within the budgetary provision is achieved.

Add B18.5 to read:

B18.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

PART C – GENERAL CONDITIONS

Revise: Part C – General Conditions in its entirety to read:

C0 GENERAL CONDITIONS

C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.

C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.

C0.2 A reference in the Tender to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D1.1 to read:

D1.1 In addition to the General Conditions for Consultant Services, these Supplemental Conditions are applicable the Work of the Contract.

Revise: D6.1 to read:

D6.1 Except as provided for in **C16**, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

Add: **D8 INSURANCE**

IT SHOULD BE NOTED THAT CLAUSE NUMBERING MAY CHANGE AS A RESULT OF THIS ADDITION.

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) evidence of the workers compensation coverage;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. 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) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Work and for twelve (12) months after completion of the Work.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2(a) and D8.2(b).

D8.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

D8.6 The Consultant shall provide the Project Manager 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 Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact

description of the Services and provide for written notice in accordance with D8.9.

- D8.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

Revise D8.2(a)(ii) to read:

- D8.2(a)(ii) **evidence of the insurance specified in D8.**

Revise D10.6 to read:

- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with **C8**.

Revise D11.1 to read:

- D11.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
- Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

Revise D12.1 to read:

- D12.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

Revise D13.1 to read:

- D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

Revise D14.1 to read:

- D14.1 Warranty does not apply to this contract.

PART E – SPECIFICATIONS

Add E3 RELEVANT DOCUMENTS AND DRAWINGS

- E3.1 Relevant documents and drawings are available by request to the City's Contract Administrator after completion of the Non-Disclosure Agreement in Appendix A.
- E3.2 The following documents and drawings will be released at the sole discretion of the City:

- (a) 447-2020 Isometric Updates Comments
- (b) 447-2020 Isometric Updates Drawings

APPENDICES

Add: Appendix_A 447-2020_Appendix_A-Non-Disclosure_Agreement