



### 35-2008 ADDENDUM 5

#### SUPPLY AND DELIVERY OF TRANSIT BUS TIRES

### URGENT

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

ISSUED: February 20, 2008  
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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 B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **February 25, 2008.**

### 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 **including products and completed operations cover, or a stand-alone products liability policy**, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause **and** non-owned automobile liability, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor 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 on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The Contractor has the option of providing evidence of non-owned automobile liability under their automobile liability cover rather than under their commercial general liability **or products liability cover.**
- D8.6 **All the above noted insurance shall be applicable in the territory of Canada.**

Revise: D16.1 to read:

D16.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000.00), plus a minimum of twice the Contract value. **The aggregate amount payable by the Contractor to the City pursuant to this indemnification shall not exceed two million dollars (\$2,000,000.00), plus a minimum of twice the Contract value.**