



679-2009 ADDENDUM 1

PROVISION OF HOURLY RATES FOR HIRED EQUIPMENT AND DUMP TRUCKS 2009-2010 SNOW SEASON

ISSUED: Sept. 21, 2009
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URGENT

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

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: D9 TO READ:

D9. INSURANCE

- D9.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed vehicle liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (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); automobile insurance with stated limits to be retained at all times during the performance of the Work; such insurance may be met through the commercial general liability cover where applicable;
- D9.2 Contractors (i) not operating licensed equipment with attached apparatus and (ii) not operating unlicensed equipment will be allowed to provide coverage as detailed under D9.1 (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 MPI Special Risk Extension this would be an SEF 30 Endorsement). All other provisions detailed in clauses D9.3 to D9.10 apply. The deletion of the Commercial General Liability requirement under clause D9.2 is not a recommendation by the City that a Contractor operate without CGL cover.
- D9.3 The certificate must clearly state: "Operations include snow removal on City right-of-ways during winter months" (i.e. insurance to cover snow removal and ice control of streets, roadways, sidewalks, backlanes/alleys, etc.)
- D9.4 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.
- D9.5 Deductibles must be expressly stated on the certificate of insurance and must not exceed \$5,000.00.
- D9.6 Deductibles shall be borne by the Contractor.

- D9.7 The Contractor shall file with the City, certificates of insurance, confirming and expressly stating all requirements, in a form satisfactory to the City Solicitor; these certificates must be received by the City and approved, prior to commencement of any Work.
- D9.8 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.
- D9.9 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D9.10 The City will require proof of insurance before any piece of equipment can be utilized. Failure to provide the necessary documentation will result in the removal of that equipment until the necessary documentation has been provided.