The Regional Municipality of Niagara

2019-T-105 (Contract RN 19-05)

Reconstruction of Regional Road 98 (Montrose Road) From Regional Road 49 (McLeod Road) to Charnwood Avenue in the City of Niagara Falls

Addendum No. 1

I Directive

This addendum shall form an integral part of the plans and specifications for the above project and shall be read in conjunction therewith. This addendum shall, however, take precedence over all requirements of the previously issued drawings and specifications with which it may prove to be at variance, unless otherwise clarified by the Engineer.

This addendum must be signed by the Tenderer in the appropriate space and must be attached to the back of the Form of Tender and placed in the Envelope for submission at the time of tendering. **Tenders not including this addendum signed as requested shall be rejected as informal.**

II Revisions

1. Form of Tender

SCHEDULE OF TENDER UNIT PRICES

SECTION 1: GENERAL Item 1.09:

All Bidders shall enter “$500,000.00” in the “Amount” for this item.

For this item only, bidders failing to enter this amount will not be rejected and Niagara Region will correct any bid not stating “$500,000.00”.

2. Special Provisions - General

G1 Execution of Contract

The following is to be added to Clause G1 b):

(ii) _____(The Successful Bidder/Contractor/Consultant/Supplier) shall purchase and maintain or cause to purchase and maintain at all times during the term of this Tender, or as otherwise set out in this Tender, the insurance coverage listed below:

Commercial General Liability Insurance ("CGL")

The Contractor shall be required to provide, maintain, and pay for General Liability Insurance (as described under General Condition Clause GC 6.03.02) to a limit of no less than five million dollars total with a property damage deductible of no more than $5,000 (five thousand dollars).

Automobile Insurance

The Contractor shall be required to provide, maintain, and pay for Automobile Liability Insurance (as described under General Condition Clause GC 6.03.03) for owned and non-owned automobiles to a limit of no less than five million dollars. Coverage must also apply in the event the operations of the insured resulted in a pollution condition including remediation costs.

(iii) XCU Endorsement

The CGL policy must include coverage for Explosion, Collapse or Underground (XCU Endorsement) or not contain an exclusion.

(iv) Pollution Liability

The Contractor shall be required to provide, maintain, and pay for Contractor's Pollution Liability Insurance to a limit of no less than two million dollars per claim insuring all services and operations of the Contractor for third party losses arising from a pollution event performed by or on behalf of the Contractor and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to:

(a) Include the Owner as an additional insured;

(b) Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the additional insured or cancellation of coverage before the expiration date of any of the foregoing policies; and

(c) The policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract the Contractor shall provide the Owner with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

(v) Broad Form Contractor's Equipment

The Contractor shall be required to provide, maintain, and pay for Contractor's Equipment Insurance (as described under General Condition Clause GC 6.03.06) and also covering performance of the Work including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants and shall not allow subrogation claims by the Insurer against the Owner.

(vi) Installation Floater

The Bidder shall, throughout the term of the Contract/Agreement, obtain and maintain an Installation Floater written on a "All Risk" perils basis of an amount not less than $100,000 (One Hundred Thousand Dollars). Coverage applies while property is in

transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until complete.

G18 MAINTENANCE HOLDBACK

NPSCD Special Provision – General G18 is to be replaced with the following.

The maintenance holdback, where specified in the "Special Instructions to Bidders", shall be the percentage amount specified applied to the final contract value, rounded to the nearest one hundred dollars, or one thousand dollars ($1,000.00) whichever is greater, as certified by the Contract Administrator. The aforesaid holdback shall be released upon receipt of Contractor invoice only after:

(i) the expiration of two (2) year period from date of completion or any extension thereof as agreed upon with the Contractor;

(ii) the Contractor has submitted a letter from the Worker's Compensation Board certifying that he is in good standing with the Board;

(iii) the Contractor has submitted a Statutory Declaration re Liens and Payment of Accounts;

(iv) There are no outstanding deficiencies

A one (1) time reduction request at one (1) year of up to fifty percent (50%) of the amount held will be considered provided there are no outstanding deficiencies at time of application.

End of Addendum No. 1
No. of Pages: 3

Date Issued: March 13, 2019

Signature: Vicki Lafford-Field
Purchasing Agent

The Tenderer Shall Adjust Their Bid Price According To The Changes Specified in this Addendum.

Name of Company: _____

Tenderer's Signature _____

Date: _____