



Request for Proposal RFP-PW-19-01

Design and Engineering Services for the Renovation and Addition to the
Public Works Operations Centre at 1470 County Road 10

Addendum No. 1

This Addendum is issued in response to comments and questions pertaining to RFP-PW-19-01.

1. The Township is making the following changes to Item 7 – Insurance and Indemnification. The following text shall replace Item 7 in its entirety:

The successful bidder shall, at its own expense, obtain and maintain required insurance until the termination of the contract, and provide the Township with evidence of:

Commercial General Liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars for any negligent acts or omissions by the bidder relating to its obligations under this Agreement.

Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses.

Such insurance shall add the Corporation of the Township of Cavan Monaghan as an additional insured subject to a waiver of subrogation in favour of the Township with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

The successful bidder shall indemnify and hold the Corporation of the Township of Cavan Monaghan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible. **Professional Liability (Errors and Omissions) Insurance** coverage shall be obtained to a limit of not less than Two Million (\$2,000,000) on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The successful bidder shall at their own expense obtain and maintain insurance as stipulated in the contract for the duration of the contract. The bidder shall provide the Township with a letter from their insurance broker confirming their ability to meet the insurance requirement as set out in the contract and that if they are successful they will provide the Township with a certified copy of a liability insurance policy covering public liability and property damage for no less than the minimum amounts within 10 days of notification of acceptance of the contract award. The policy must contain; a “cross liability” clause or endorsement; an endorsement certifying that the Corporation of the Township of Cavan Monaghan and the successful bidder are included as an additional named insured; and, an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Township of Cavan Monaghan.

Proponents must acknowledge receipt of this addendum by signing below and including this final page with your tender submission package.

Contractor

Signature

Date

Witness

July 23, 2019
End of Addendum No. 1
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