



November 23, 2021,

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**ADDENDUM NO. 5
REQUEST FOR PROPOSAL FRQ-FD02-2021
CLOSING: 2:00PM (LOCAL TIME), November 26, 2021**

For: Chrysler Firehall

GC 11.1 INSURANCE

Amend 11.1.1 as follows:

Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

Commercial General liability insurance for an amount of not less than \$5M per Occurrence / Aggregate in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as additional insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until two year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

Such insurance shall be written on an occurrence basis and shall include, but is not limited to bodily injury and property damage including loss of use; premises, property & operations; personal injury; blanket contractual liability; non-owned automobile; broad form property damage; broad form products, broad form completed operations; owners & contractors protective; tenants legal liability; contingent employers liability; employees as additional Insured; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of North Stormont as Additional Insured subject to a waiver of subrogation. This insurance shall be primary and non-contributory to insurance available to the Township.

Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death,

and damage to property, with a limit of not less than \$5 million inclusive for each and every loss

Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million (if applicable – ie. Drawings; engineering reports). If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of Services provided under this Agreement.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Township shall bear no cost towards such deductible.

All contractors are responsible to keep all other of their property / assets insured – failure to do so shall not impose any liability on the Township.

Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured or additional Insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:

11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured or additional Insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

Add new subparagraph 11.1.9:

11.1.1.9 The (Owner or Contractor) shall, at its own expense, maintain in full force and effect:

- Builder's Risk property insurance on Broad Form Coverage including
- Flood, Earthquake, and Sewer Backup extensions to the full policy limit
 - Freezing exclusion amended to include resultant damages
 - Blanket Bylaws Extensions
 - Debris Removal Extension
 - Professional Fees - \$500,000.
 - Extra Expense and Expediting Expense - \$500,000.
 - Property in Transit - \$500,000.

- Land & Water Pollution Clean-up - \$500,000.
- Property off site - \$500,000.
- Include all contractors; subcontractors, engineers and architects as additional Insured
- Minimum DE4/LEG2 amended workmanship, design, or materials exclusion wording

Equipment Breakdown issued on a Comprehensive Form including testing and commissioning for the replacement cost of such project. Such insurance shall include soft costs; expediting expenses; water damage; hazardous substances; by-laws and professional fees

Wrap Up Liability insurance with a minimum limit of \$5,000,000. per occurrence and is to include:

- Occurrence Form
- Products
- Broad Form Completed Operations
- Occurrence Property Damage; Broad Form Property Damage; Owners & Contractors Protective; Employees as additional Insured; Contingent Employers Liability; Cross liability / severability of interests / separation of insureds clause
- Sudden & Accidental Pollution extension
- Contractual Liability
- Non-Owned Automobile
- Add contractors; sub-contractors, engineers, architects and consultants engaged in work or service of the project as additional insureds.
- 24 months completed operations

Notwithstanding the Wrap Up Liability insurance, the Contractor shall be responsible to provide, maintain and pay for General liability insurance in accordance with GC11.1.1

Each of the above noted policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured or additional Insured prior to cancellation or any change that would reduce coverage.

Any and all deductibles applicable to the above noted insurance policies shall be the sole responsibility of the negligent party and the Township shall not be responsible for such deductibles.

END ADDENDUM NO. 5