

January 14, 2019

INVITATION TO TENDER "ITT" No. PS20180897
CONSTRUCTION SERVICES FOR PUMP STATION REPLACEMENT AND WASHROOM
ADDITION

AMENDMENT No. 1

1. RE: CHANGES TO THE INSURANCE - PART D - FORM OF AGREEMENT - SCHEDULE 9
- INSURANCE - 2 (b) - Property Insurance

Currently reads:

SCHEDULE 9
INSURANCE

1. The Contractor and Subcontractors, at their expense, shall retain the following types of insurance:
 - (a) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.
 - (b) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.
 - (c) *Contractor's Pollution Liability Insurance* The Contractor will obtain or cause its Subcontractors to obtain contractor's pollution liability insurance including "Non Owned Disposal Sites" ("NODS") coverage for a limit not less than \$2,000,000.00 per occurrence with a deductible not greater than \$50,000.00 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor as a named insured.
2. The Owner, at its expense, shall retain the following types of insurance:
 - (a) Wrap-up liability insurance protecting the Owner, the Engineer and their respective officials, officers, employees, agents and consultants (collectively, the "City Insurance Group") and the Contractor and its officers, employees, agents and subcontractors against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or

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their respective agents or employees in connection with the Work. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which the certificate of completion has been issued for the Work, in the case of completed operations coverage for a further twenty-four (24) months.

The insurance shall be for an amount of not less than ten million dollars (\$10,000,000), and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed fifty thousand dollars (\$50,000).

(b) Property Insurance:

All-risks type of course-of-construction property insurance in the joint names of the Contractor and the City Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the Contract Price. The deductible per occurrence shall not exceed fifty thousand dollars (\$50,000).

The following conditions will apply to the property insurance:

- (i) The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract.
- (ii) The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in the restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC.60. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.
- (iii) In the event of loss or damage to the Work arising from the work or act of the Owner or another contractor, then the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC.60.

3. Notwithstanding the Owner's responsibility for obtaining the insurance set out in Section 2 of this Schedule 9, the Contractor shall be responsible for the payment of any deductibles under such insurance and will reimburse the Owner for same.

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Change to:

SCHEDULE 9
INSURANCE

1. The Contractor and Subcontractors, at their expense, shall retain the following types of insurance:
 - (a) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.
 - (b) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.
 - (c) *Contractor's Pollution Liability Insurance* The Contractor will obtain or cause its Subcontractors to obtain contractor's pollution liability insurance including "Non Owned Disposal Sites" ("NODS") coverage for a limit not less than \$2,000,000.00 per occurrence with a deductible not greater than \$50,000.00 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor as a named insured.
2. The Owner, at its expense, shall retain the following types of insurance:
 - (a) Wrap-up liability insurance protecting the Owner, the Engineer and their respective officials, officers, employees, agents and consultants (collectively, the "City Insurance Group") and the Contractor and its officers, employees, agents and subcontractors against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which the certificate of completion has been issued for the Work, in the case of completed operations coverage for a further twenty-four (24) months.

The insurance shall be for an amount of not less than ten million dollars (\$10,000,000), and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed fifty thousand dollars (\$50,000).
 - (b) Property Insurance:

All-risks type of course-of-construction property insurance in the joint names of the Contractor and the City Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the Contract Price. The deductible per occurrence shall not exceed fifty thousand dollars (\$50,000) except for the peril of

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earthquake which shall have a ten percent (10%) (subject to minimum two hundred fifty thousand dollars (\$250,000)) deductible based upon completed values at time of loss or except for the peril of DE5 / LEG3 faulty workmanship which shall be subject to a minimum two hundred fifty thousand dollars (\$250,000) deductible. The waiting period shall not exceed thirty (30) days with respect to soft costs.

The following conditions will apply to the property insurance:

- (i) The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract.
 - (ii) The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in the restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC.60. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.
 - (iii) In the event of loss or damage to the Work arising from the work or act of the Owner or another contractor, then the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC.60.
3. Notwithstanding the Owner's responsibility for obtaining the insurance set out in Section 2 of this Schedule 9, the Contractor shall be responsible for the payment of any deductibles under such insurance and will reimburse the Owner for same.

All other conditions and specifications remain unchanged.

This amendment should be completed, and attached to your Tender form.

If you have already submitted your Tender, this amendment should be submitted to the Supply Chain Management Office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, prior to the Closing Time: 3:00:00 pm, Local Vancouver, BC Time, Thursday, February 7, 2018 in an envelope clearly marked "AMENDMENT No.1 to ITT No. PS20180897 CONSTRUCTION SERVICES FOR PUMP STATION REPLACEMENT AND WASHROOM ADDITION".

NAME OF VENDOR

SIGNATURE OF AUTHORIZED SIGNATORY

DATE