

September 11, 2018

INVITATION TO TENDER "ITT" No. PS20181106
CONSTRUCTION SERVICES FOR PRELOADING AT THE VANCOUVER LANDFILL

AMENDMENT No. 1

1. RE: CHANGES TO THE INSURANCE REQUIREMENTS - PART D - FORM OF AGREEMENT - SCHEDULE 9 - INSURANCE

Currently reads:

1. All Risk Course of Construction Insurance

(a) *Coverage*

"All Risks" of physical loss or damage.

(b) *Property Insured*

(i) *At Site*

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the insured or of others for which the insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

(ii) *Transit*

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(iii) *Off-Site*

Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

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(c) *Insureds*

The Owner, the Contractor, and their respective officials, officers, employees and agents.

(d) *Term*

During the period of the construction operations and also during any period in which the property insured is being prepared for use and while partially used or occupied; provided all coverage shall cease when the Work has been formally accepted as complete by the Owner, whichever shall first occur.

(e) *Limit and Deductibles at Site*

(i) Limit of *Liability*: Full replacement value of the Work

(ii) Deductible not to exceed \$5,000.

2. **"Wrap Up Liability Insurance"**

(a) *Insureds*

The Owner, the Engineer, the Contractor, and all Subcontractors, and their respective officials, officers, employees and agents.

(b) *Limits*

Bodily injury liability and property damage liability including aggregate products and completed operations: \$5,000,000 for each occurrence.

(c) *Extensions of Coverage*

(i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;

(ii) Owner's and contractor's protective liability;

(iii) Blanket contractual liability;

(iv) Contingent employer's liability;

(v) Personal injury liability;

(vi) non-owned automobile liability;

(vii) Cross liability or severability of interest clause;

(viii) Employees as additional insureds;

(ix) Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities;

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- (x) Loading and unloading of automobiles;
- (xi) Hoist liability;
- (xii) Unlicensed and specially licensed vehicles;
- (xiii) Operation of attached machinery;
- (xiv) Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants.

(d) ***Deductibles***

Deductible not to exceed \$5,000.

(e) ***Cross Liability***

The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

(f) ***Term***

Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

(g) ***Waiver of Subrogation***

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive the any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

3. Automobile Insurance

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit: \$5,000,000.

4. Contractor's Equipment Insurance

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site

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preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

5. Professional Liability Insurance

The Contractor's Engineer (Contractors Engineer) responsible for the shop drawings will be required to obtain and carry a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per occurrence (and aggregate coverage of not less than \$3,000,000) and a deductible of not more than \$50,000, protecting the sub-contracting engineer against all claims for loss or damage arising out of any wrongful act or error or omission of the Contractors Engineer or its personnel in the performance of the Work.

Change to:

1. All Risk Property Insurance

(a) Coverage

"All Risks" of physical loss or damage.

(b) Property Insured

(i) At Site

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the insured or of others for which the insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

(ii) Transit

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(iii) Off-Site

Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

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2. Commercial General Liability Insurance

(a) *Insureds*

The Contractor; the Owner to be added as an additional insured for liability arising from operations or Work of the Contractor.

(b) *Limits*

Bodily injury liability and property damage liability including aggregate products and completed operations: \$5,000,000 for each occurrence.

(c) *Extensions of Coverage*

- (i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;
- (ii) Blanket contractual liability;
- (iii) Contingent employer's liability;
- (iv) Personal injury liability;
- (v) non-owned automobile liability;
- (vi) Cross liability or severability of interest clause;
- (vii) Employees as additional insureds; and
- (viii) Operation of attached machinery; and
- (ix) The Owner to be added as additional insured.

(d) *Deductibles*

Deductible not to exceed \$10,000.

(e) *Cross Liability*

The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

3. Automobile Insurance

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit: \$5,000,000.

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4. Contractor's Equipment Insurance

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to your Proposal/Tender form.

If you have already submitted your Tender, this amendment shall 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, October 4, 2018 in an envelope clearly marked "AMENDMENT No.1 to ITT No. PS20181106 CONSTRUCTION SERVICES FOR PRELOADING AT THE VANCOUVER LANDFILL".

NAME OF VENDOR

SIGNATURE OF AUTHORIZED SIGNATORY

DATE